



भारत का राजपत्र

The Gazette of India

प्राप्तिकार से प्रकाशित
PUBLISHED BY AUTHORITY

[१८] नई दिल्ली, शनिवार, फरवरी २३, १९८५ फाल्गुन ४, १९०६

No. 8] NEW DELHI, SATURDAY, FEBRUARY 23, 1985/PHALGUNA 4, 1906

इस भाग में भिन्न पृष्ठ संलग्न हो सकती है जिससे यह अलग संकरण के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—कांड ३—उप-कांड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के संवालयों द्वारा जारी किये गये राजिकारिक भावेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

(गृह विभाग)

(प्रत्यारोपित विभाग)

नई दिल्ली, ७ फरवरी, १९८५

का० आ० ७१०.—यतः केन्द्रीय सरकार की यह राय है कि
मध्य प्रदेश, विहार, उड़ीसा, पंजाब, हरियाणा, गुजरात,
महाराष्ट्र, श्रांग प्रदेश तामिलनाडु, कर्नाटक, केरल, राजस्थान, उत्तर प्रदेश, तथा संघ शासित प्रदेश दिल्ली, गाज़ीयों
में स्थित निष्कान्त सम्पत्तियों को जो अनुबढ़ सूची में
निर्दिष्ट की गई हैं सार्वजनिक प्रयोजन के लिए अर्जन
करना आवश्यक है। इस प्रयोजन का संबन्ध विस्थापित
व्यक्तियों के राहत और पुनर्वास गे हैं और इसमें ऐसे
व्यक्तियों को मुश्वाबजे का भुगतान करना भी शामिल है।

अतः अब विस्थापित व्यक्ति (प्रतिकर्ता तथा पुनर्वास)
अधिनियम, १९५४ (१९५४ का ४४) की धारा १३ से
प्रदल शक्तियों का प्रयोग करते हुए यह अधिसूचित किया
जाता है कि केन्द्रीय सरकार ने अर्जन करने का
निर्णय कर लिया है और इसके द्वारा अनुबढ़ सूची में
निर्दिष्ट निष्कान्त सम्पत्तियों का अर्जन करती है।

अनुसूची

मध्य प्रदेश, विहार, उड़ीसा, पंजाब, हरियाणा, गुजरात,
महाराष्ट्र, आनंद प्रदेश, तमिलनाडु, कर्नाटक, केरल, राजस्थान, उत्तर प्रदेश तथा संघ शासित प्रदेश दिल्ली राज्यों
में सभी सम्पत्तियों जो विभाजन में अभिरक्षक के हिस्से
में आवंटित की गई हैं या निपासित निष्कान्तहित
(पार्श्वक्य) अधिनियम १९५१ की धारा ११ के अधीन
सशाग अधिकारी के न्याय निर्णय के परिणाम स्वरूप उक्त
अधिनियम की धाराओं के अन्तर्गत ३० जून १९८३ तक
अभिरक्षक के अधिकार में रही अथवा उक्त अधिनियम की
धारा ९ की उप-धारा (२) के अधीन वंध पत्र की समाप्ति
पर ३० जून १९८४ तक अभिरक्षक के अधिकार में
रही और जिनके बारे में कोई अपील दायर नहीं की
गई और यदि की गई हो, तो उन्हें अपील अधिकारी
द्वारा रद्द कर दिया गया हो।

[मा० १२/१/८३-एस०एस० १]

के० मी० गेहानी, उप सचिव

MINISTRY OF HOME AFFAIRS

(Department of Home Affairs)

(Rehabilitation Wing)

New Delhi, the 7th February, 1985

S.O. 716.—Whereas the Central Government is of opinion
that it is necessary to acquire the evacuee properties specified

in the Schedule hereto annexed in the States of Madhya Pradesh, Bihar, Orissa, Punjab, Haryana, Gujarat, Maharashtra, Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Rajasthan, Uttar Pradesh and Union Territory of Delhi for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire and hereby acquires the evictee properties specified in the Schedule here-to annexed.

SCHEDULE

All evictee properties in the States of Madhya Pradesh, Bihar, Orissa, Punjab, Haryana, Gujarat Maharashtra Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Rajasthan, Uttar Pradesh and Union Territory of Delhi which have been allotted to the share of Custodian in partition or have vested in the Custodian under section 11 of the Evictee Interest (Separation) Act, 1951 as a result of adjudication by the Competent Officer under the provisions of the said Act upto 30th June, 1983 or which have otherwise vested in the Custodian as a result of extinguishment of the mortgage under sub-section (2) of section 9 of the said Act, upto 30th June 1984, and in respect of which no appeals have been filed, and if filed, have been rejected by the Appellate Officer.

[No. 12(1)83-SS.I]

K.G. GEHANI, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 4 फरवरी, 1985

स्टाम्प

का० आ० 717.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवं द्वारा उस गुरुक को माफ करती है जो राष्ट्रीय सहकारिता विकास निगम द्वारा प्रोमिसरी नोटों के रूप में [9 प्रतिशत राष्ट्रीय सहकारिता विकास निगम बांड 2000 (18 वां श्रृंखला)] आरी किए जाने वाले केवल वीस करोड़ पचास लाख रुपये अंकित मूल्य के बन्धपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[सं० 7/85-स्टाम्प-फा० नं० 33/47/84-
वि० क०]

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 4th February, 1985

STAMPS

S.O. 717.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory Notes [9 per cent N.C.D.C. Bonds 2000 (18th Series)] of the value of rupees twenty crores twenty five lakhs only to be issued by the National Cooperative Development Corporation are chargeable under the said Act.

[No. 7/85-Stamp-F. No. 33/47/84-ST]

आदेश

नई दिल्ली, 8 फरवरी, 1985

स्टाम्प

का० आ० 718.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उस गुरुक को माफ करती है जो महाराष्ट्र आवास तथा क्षेत्र विकास प्राधिकरण द्वारा तीन करोड़ तीस लाख रुपये मात्र मूल्य के बन्धपत्रों (म. आ. क्षे. वि. प्रा. -13 वां श्रृंखला) के रूप में जारी किए जाने वाले बन्धपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[रं. 11/85-स्टाम्प-फा० नं० 33/9/84-वि० क०]
भगवान दास, अवर सचिव

ORDER

New Delhi, the 8th February, 1985

STAMPS

S.O. 718.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remains the duty with which the bonds in the nature of Debentures (MHADA—13th Series) to the value of rupee three crores thirty lakhs only to be issued by the Maharashtra Housing and Area Development Authority, Bombay, are chargeable under the said Act.

[No. 11/85-Stamp/F. No. 33/9/84-ST]
BHAGWAN DAS, Under Secy.

(आधिक व्यार्थ विभाग)

(बैंकिंग प्रान्त)

नई दिल्ली, 5 फरवरी, 1985

का० आ० 719.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करते के पश्चात श्री एमोनो गाईपोड़िया को 5 फरवरी 1985 में आरम्भ होने वाली श्रीर 4 फरवरी, 1988 को भासाप्त होने वाली अवधि के लिए बैंक आफ बङ्गोदा के प्रबन्ध निवेशक के रूप में नियुक्त करती है।

[सं० एफ० 9/1/85-वी०आ०-1(1)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 5th February, 1985

S.O. 719.—In pursuance of sub-clause (a) of clause 3, read with sub-clause (1) of clause 8, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M.N. Golporia

as the Managing Director of Bank of Baroda for a period commencing on February 5, 1985 and ending with February 4, 1988.

[No. F. 9/1/85-BO, I(1)]

का० आ० 720:—गण्डीप बैंक (प्रबंध और प्रक्रीय उपबंध) स्कीम, 1970 के खण्ड 7 के मायथ पर्छित खण्ड 5 के उपखण्ड (1) के अनुसारण में, केन्द्रीय सरकार, प्रबंध रिजर्व बैंक से परामर्श करन के पश्चात् श्री एम०एन० गोद्धोडिया को जिन्होंने 5 फरवरी, 1985 से बैंक आफ बड़ौदा के प्रबंध निदेशक के रूप में नियुक्त किया गया है, उसी तारीख से बैंक आफ बड़ौदा के निदेशक बोर्ड के अध्यक्ष के रूप में नियुक्त कराये गए हैं।

[संख्या एफ० 9/1/85-बी०प्र०-१] (1)]
ज०ता० मीरचंदानी, निदेशक

S.O. 720.—In pursuance of sub-clause (1) of clause 5, read with clause 7, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M.N. Gojoria, who has been appointed as Managing Director of Bank of Baroda with effect from February 5, 1985 to be the Chairman of the Board of Directors of Bank of Baroda with effect from the same date.

[No. F. 9/1/85-B.O. I(2)]
C. W. MIRCHANDANI, Director

बाणिज्य संवाद

नई दिल्ली, 23 फरवरी, 1985

का० आ० 721.—केन्द्रीय सरकार, नियांत्रित (क्षालिटी नियंत्रण और नियीकण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उम्मीदारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स लुकास टीवी एस लिमिटेड, पैडल मद्रास-600050 में विनिर्मित नीचे दिए गए आटोमो-वाहन के पुर्जी और मंधटकों का नियांत्रण से पूर्व नियीकण करने के लिए मैसर्स लुकास टीवी एस लिमिटेड को, जिनका रजिस्ट्रीकृत कार्यालय 37 माउंट रोड, मद्रास-600006 में है, 17 दिसम्बर 1984 में एक वर्ष की अधिकाधिक के लिए का०शा० 1484 तारीख 16 मई, 1981 के अनुसार अधिसूचित शर्तों के रहते हुए, अधिकारण के रूप में मान्यता देती है।

- स्टार्टर मोटर
- डायनेमो
- बोल्टना नियांत्रक
- अग्रदोप संमजन
- फ्रेमर यूनिट
- विन्स्क
- वाहन पर संमजन
- विद्युत लार्न

[का०सं० 5(3)/80-ई आई एण्ड ई पी]

MINISTRY OF COMMERCE

New Delhi, the 23rd February, 1985

S.O. 721.—In exercise of powers conferred by Sub-Section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of one year with effect from 17th Dec., 1984, M/s Lucas TVs Limited, having their registered office at 37, Mount Road, Madras-600006, as the agency for inspection of Automobile Spares and Components as given below manufactured at M/s Lucas TVs Limited, Padl, Madras-600050 prior to export subject to the conditions notified vide S.O. 1484 dated 16th May, 1981.

1. Starter Motor
2. Dynamo
3. Voltage Regulator
4. Head Light Assembly
5. Flasher Unit.
6. Distributor
7. Wiper Assembly
8. Electric Horn

[F. No. 5(3)/80-EI & EP]

का०आ० 722—केन्द्रीय सरकार नियांत्रित (क्षालिटी नियंत्रण और नियीकण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नियांत्रित नियीकण अधिकारण (भर्ती) नियम, 1980 में और संशोधन करने के लिए निम्नलिखित नियम बनाती है अर्थात् :—

1. (1) इन नियमों का संबिप्त नाम नियांत्रित नियीकण अधिकारण (भर्ती) नियम, 1985 है।
- (2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।
2. नियांत्रित नियीकण अधिकारण (भर्ती) नियम, 1980 में—
 - (i) नियम 4 में परन्तुक (2) के स्थान पर निम्नलिखित परन्तुक रखा जाएगा अर्थात् :—
“सीधी भर्ती/प्रोन्नति/प्रतिनियुक्त पर स्थानांतरण के लिए चयन/विभागीय प्रोन्नति समिति की सिफारिशों पर, नियुक्ति प्राधिकारी के विकेन्द्रियनुसार, इस संबंध में भारत सरकार के कार्यालय एवं प्रशासनिक सुधार विभाग द्वारा समय-समय पर विहित नियमों की परिधि में रहते हुए, अर्हताओं, अनुभव और आयु में छूट दी जा सकती है।”;
 - (ii) नियम 11 के स्थान पर निम्नलिखित नियम रखा जाएगा अर्थात् :—
“नियांत्रित नियीकण अधिकारण, समूह-क, समूह-ख और समूह-ग और समूह-घ भर्ती नियम, 1977 निरसित किए जाते हैं।”

परन्तु इस प्रकार निरसित किए गए नियमों के अधीन बनाया गया कोई आदेश या की गई कोई कार्रवाई इन नियमों के तत्स्थानी उपर्युक्त के अधीन बनाया गया आदेश या की गयी कार्रवाई समझी जाएगी । ”;

(iii) अनुसूची में, अंत में निम्नलिखित टिप्पणी जोड़ा जाएगा अर्थात्— “टिप्पणी-माधी भर्ती के लिए विहित आयु सीमा संबंध सोक सेवा आयोग द्वारा अपनाई गयी प्रक्रिया के अनुरूप, पद के लिए आवेदन मांगने की समाप्ति की तारीख के प्रति संदर्भ से अवधारित की जाएगी । ”

[फाईल नं. 3(25)/78-ई आई एड ई पी]
एन.एस.०हरिहरन, निदेशक

पाद टिप्पण :

जी एस आर 1980 का 794
जी एस आर 1980 का 1000
जी एस आर 1982 का 312
जी एस आर 1982 का 402
जी एस आर 1983 का 659

S.O. 722.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export Inspection Agency (Recruitment) Rules, 1980, namely :—

1. (1) These rules may be called the Export Inspection Agency (Recruitment) Amendment Rules, 1985.
(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export Inspection Agency (Recruitment) Rules, 1980,—

(i) in rule 4, for proviso (2), the following proviso shall be substituted, namely :—

“the qualifications, experience and age may be relaxed for direct recruitment/promotion/transfer on deputation at the discretion of the appointing authority on the recommendations of the Selection/Departmental Promotion Committee, within the ambit of the guidelines prescribed by the Government of India, Department of Personnel and Administrative Reforms, from time to time in this regard.”;

(ii) for rule 11, the following shall be substituted, namely :—

“The Export Inspection Agency, Group-A, Group-B, Group-C and Group-D, Recruitment Rules, 1977 are hereby repealed :

Provided that any order made or action taken under the rules so repealed shall be deemed to have been made or taken under the corresponding provisions of these rules.”;

(iii) in the Schedule, the following Note shall be added at the end, namely :—

Note :—“The age limit prescribed for direct recruitment shall be determined with reference to the closing date of inviting applications for the post in tune with the

procedure followed by the Union Public Service Commission.”.

[F. No. 3(25)/78-HI & EP]
N. S. HARIHARAN, Director.

Foot Note :

GSR 794 of 1980
GSR 1000 of 1980
GSR 312 of 1982
GSR 402 of 1982
GSR 659 of 1983.

विदेश मंत्रालय

नई दिल्ली, 8 फरवरी, 1985

का. आ. 723.—राजनयिक एवं कोसली अधिकारी (शपथ एवं गृह) अधिनियम, 1948 (1948 का 41वा) की धारा 2 के खंड(क) के अनुपालन में केन्द्र सरकार इसके द्वारा जेद्दा स्थित भारत का राजदूतावास में सहायक श्री बी. डी. शर्मा को उस दिन से कोसली एजेंस के कार्य करने के लिए प्राधिकृत करती है जिस दिन से वे स्थान में सम्पर्क एकक में अपने पद का कार्यभार संभाल लेंगे ।

[स. ई: 4330/1/85]

बी. आर. घुलियानी, उप सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 8th February, 1985

S.O. 723.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri B. D. Sharma, Assistant in the Embassy of India, Jeddah to perform the duties of Consular Agent with effect from the date he takes over position in the Liaison Unit in Riyadh.

[No. T. 4330/1/85]

B. R. GHULIANI, Dy. Secy.

प्रदोलियम मंत्रालय

नई दिल्ली, 13 फरवरी, 1985

का. आ. 724.—यत् केन्द्रीय सरकार को यह प्रतीत होता है कि लोकसभा में यह प्रान्तिक है कि गुजरात राज्य में हजीरा-बरेनी ने जगदीशगुरुतक पेट्रोलियम के परिवहन के लिए पाइपलाइन भारतीय गैस प्राधिकरण लि. द्वारा बिलाई जानी चाहिए ।

आरं यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एनदुपावड़ अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम आरं खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपचारा (1)द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एनदुपावड़ धोषित किया है ।

बास्ते कि उक्त भूमि रो हितवद्र कोई वाकिन, उस भूमि को नीचे पाइप लाइन बिछाने के लिए आधोप्रयोग प्राधिकारी, भारतीय गैस प्राधिकरण नि. निर्माण श्रीग देवभाल प्रसाग, मानसुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

ओर ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कहन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवस्थी की भाफ़त।

अनुसूची

हजारी से बरेनी से जगदीशपुर तक पाइप लाइन बिछाने के लिए।

राज्य: गुजरात जिला: पंचमहल तालुका: दाहोद

गांव	सर्वेनं.	लैकटेपर	आरे	मेन्टीपर
बोरखेडा	124	0	56	00
	125	0	41	00
	126/2	0	32	00
	127/1	0	20	00
	128	0	26	00
	129/2	0	61	00
	133/2	0	18	00
	134/1	0	17	00
	134/2	0	19	00
	135/1	0	16	00
	135/2	0	04	00
	135/4	0	05	00

[सं. O 14016/65/85 जी. पी.]

MINISTRY OF PETROLEUM

New Delhi, the 13th February, 1985

S.O. 724.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Bareilly to Jagdishpur in Gujarat State pipeline should be laid by the Gas Authority of India Limited;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited Construction and Maintenance Division, Makarpura Road, Vadodara (390009);

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from Hajira-Bareilly-Jagdishpur

State : Gujarat District : Panchmahal Taluka : Dahod

Village	Survey No.	Hectare	Are	Centiare
Borkheda	124	0	56	00
	125	0	41	00
	126/2	0	32	00
	127/1	0	20	00
	128	0	26	00
	129/2	0	61	00
	133/2	0	18	00
	134/1	0	17	00
	134/2	0	19	00
	135/1	0	16	00
	135/2	0	04	00
	135/4	0	05	00

[No. O-14016/65/85-G.P.]

का, आ. 725—यता : केन्द्रीय सम्पादको यह प्रतीत होता है कि सोकहित में यह आवश्यक है कि गुजरात राज्य में हजारी-बरेनी ये जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइपलाइन भारतीय गैस प्राधिकरण नि. द्वारा बिछाई जानी चाहिए।

ओर यह यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एन्ट्रावाल अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित नहीं का अपना आशय एन्ट्रावा घोषित किया है।

अतः अब पेट्रोलियम ओर गैंज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग नहीं हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित नहीं का अपना आशय एन्ट्रावा घोषित किया है।

बास्ते कि उक्त भूमि में हिन्दूबु कोई व्यक्ति, उस भूमि को नीचे पाइप लाइन बिछाने के लिए आधोप्रयोग प्राधिकारी, भारतीय गैस प्राधिकरण नि. निर्माण ओर देवभाल प्रसाग, मानसुरा रोड, वडोदरा- 9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

ओर ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी उपयोग करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवस्थी की भाफ़त।

अनुभूति

हजीरा से बरेली म जगदीशपुर तक पाइप लाइन त्रिकाले
के लिए

राज्य : गुजरात जिला: पंजमहल नालुका :देवगढ बारीया

गाव	मर्वेन.	हेटेयर	आरे	सेन्ट्रायर
1	2	3	4	5
सिमलीया	699/P	12	98	10
209/1/1	0	02	02	
212	0	09	60	
213/P	0	42	49	
214	0	15	17	
215	0	13	15	
219	0	17	19	
220	0	33	00	
307/25	0	07	08	
817	0	19	22	
221	0	00	32	
307/18	0	32	37	
222/1/1	0	03	09	
222/1/2	0	05	06	
307/19	0	24	28	
307/50	0	04	05	
330	0	20	80	
329/1	0	16	18	
329/2	0	02	40	
328	0	62	73	
338	0	22	80	
336/1	0	00	07	
343/1	0	20	40	
343/2	0	06	90	
कोतर	0	17	60	
349/1	0	15	40	
349/2	0	05	44	
349/3	0	20	00	
349/4	0	12	00	
349/5	0	12	20	
349/6	0	13	60	
351	0	04	05	
352	0	09	76	
307	0	05	27	
353	0	30	00	
354	0	26	40	
44	0	14	16	
43/3	0	00	60	
43/4	0	11	13	
43/5	0	13	15	

1	2	3	4	5
सिमलीये जारी)	कार्ट ट्रैक	0	02	02
34/1	0	09	11	
34/2	0	09	11	
34/3	0	10	20	
33	0	24	28	
434/1	0	23	27	
434/2	0	00	40	
435	0	17	20	
444	0	09	76	
441	0	06	07	
443	0	27	50	
449/1	0	22	80	
612	0	43	50	
613/3	0	18	00	
613/4	0	19	00	
613/5	0	13	60	
614/1/P	0	31	40	
615	0	37	20	
617	0	17	00	
618	0	10	00	
620/1	0	01	50	
620/2	0	10	00	
620/3	0	05	40	
620/4	0	06	00	
620/5	0	06	60	
620/6	0	06	30	
620/7	0	10	50	
600/1	0	08	10	
600/2	0	04	20	
600/3	0	03	00	
600/4	0	08	00	
599	0	22	80	
597/1/1	0	37	80	

[S. O-14016/66/85-जी० फी०]

S.O. 725.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Bareilly to Jagdishpur in Gujarat State pipeline should be laid by the Gas Authority of India Limited;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object

to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited Construction and Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner.

SCHEDULE

Pipeline from Hazira—Bareilly—Jagdishpur

State : Gujarat District : Panchmahal Taluka : Devgadhbariya

Village	Survey No.	Hectare	Are	Centiare
Simallya	699/P	12	98	10
	209/1/1	0	02	02
	212	0	09	60
	213/P	0	42	49
	214	0	15	17
	215	0	13	15
	219	0	17	19
	220	0	33	00
	307/25	0	07	08
	817	0	19	22
	221	0	00	32
	307/18	0	32	37
	222/1/1	0	08	09
	222/1/2	0	05	06
	307/19	0	24	28
	307/50	0	04	05
	330	0	20	80
	329/1	0	16	18
	329/2	0	02	40
	328	0	62	73
	338	0	22	80
	336/1	0	00	07
	343/1	0	20	40
	343/2	0	06	90
	Kotar	0	17	60
	349/1	0	15	40
	349/2	0	05	44
	349/3	0	20	00
	349/4	0	12	00
	349/5	0	12	20
	349/6	0	13	60
	351	0	04	05
	352	0	09	76
	307/66/2	0	05	27
	353	0	30	00
	354	0	26	40
	44	0	14	16
	43/3	0	00	60
	43/4	0	11	13
	43/5	0	13	15
	Cart Track	0	02	02
	34/1	0	09	11
	34/2	0	09	11
	34/3	0	10	20
	33	0	24	28
	434/1	0	23	27
	434/2	0	00	40
	435	0	17	20
	444	0	09	76
	441	0	06	07
	443	0	27	50
	449/1	0	22	80
	612	0	43	60
	613/3	0	18	00
	613/4	0	19	00
	613/5	0	13	60

1	2	3	4	5
614/1/P	0	31	40	
615	0	37	20	
617	0	17	00	
618	0	10	00	
620/1	0	01	50	
620/2	0	10	00	
620/3	0	05	40	
620/4	0	06	00	
620/5	0	06	66	
620/6	0	06	30	
602/7	0	01	50	
600/1	0	08	10	
600/2	0	04	20	
600/3	0	03	00	
600/4	0	08	00	
599	0	22	80	
597/1/1	0	37	80	

[No. O-14016/66/85-G.P.]

का. प्रा. 726.—पन्त केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में हजारी बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइपलाइन भारतीय गैस प्राविकारण लि. द्वारा बिछाई जानी चाहिए।

ओर यह: यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एन्डुपावह श्रन्मूली में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का आना आशय एन्डुपावह घोषित किया है।

वगाते कि उक्त भूमि में हिंबदू कोई व्यक्ति उस भूमि के नीचे पाइप लाइन विलाने के लिए अक्षेप सभम प्राधिकारी अस्तीय गैस प्राविकारण लि. जिमण और देखभाल प्रभाग, मकारपुर रोड, बडोदरा-9 को इस अधिसूचना की तारीख में 21 दिनों के मीतर कर सकेगा।

ओर ऐसा अक्षेप करने वाला हर व्यक्ति विनिर्विष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनावाई व्यक्तिगत रूप में हो या किसी विधि अवसाधी की माफत।

अनुसूची

हजारी से वरेनी से जगदीशपुर तक पाइप लाइन विलाने के लिए।

गांव	गांव नं.	हेस्टेपर	आर		सेटीयर
			1	2	
रह		51	0	27	00
		48	0	00	64

	1	2	3	4
(रही-जारी)	50	0	37	00
49/1	0	36	00	
44/P	0	29	00	
42	0	00	16	
43	0	24	00	
26	0	12	80	
कोतर	0	01	28	
27	0	34	00	
कार्ट ट्रैक	0	02	00	
22	0	30	0	
21/P	0	13	00	
19	0	20	00	
18	0	29	00	
17	0	02	40	
1/1	0	53	00	
360/3	0	41	00	
355	0	82	00	
338	0	90	00	
340	0	47	00	
335	0	46	00	
327	0	22	00	
326	0	01	00	
256/P	0	31	00	
256/P	0	40	00	
259	0	99	00	
262	1	10	00	
265/P	0	43	00	
265/P	0	05	00	
265/P	0	68	00	

[S. O. 14016/68/85-जी. पी.]

S.O. 726.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Bareilly to Jagdishpur in Gujarat State pipeline should be laid by the Gas Authority of India Limited ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited Construction and Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner,

SCHEDULE

Pipeline from Hazira—Bareilly—Jagdishpur
State : Gujarat District : Panchmahal Taluka : Limkeda

Village	Survey No.	Hectare	Acre	Centiare
RAI	51	0	27	00
	48	0	00	64
	50	0	37	00
	49/1	0	36	00
	44/P	0	29	00
	42	0	00	16
	43	0	14	00
	26	0	12	80
Kotar	0	01	28	
	27	0	34	00
Cart track	0	02	00	
	22	0	30	00
	21/P	0	13	00
	19	0	20	00
	18	0	29	00
	17	0	02	40
	1/1	0	53	00
	360/3	0	41	00
	355	0	82	00
	338	0	90	00
	340	0	47	00
	335	0	46	00
	327	0	22	00
	326	0	01	00
	256/P	0	31	00
	256/P	0	40	00
	259	0	99	00
	262	1	10	00
	263/P	0	43	00
	265/P	0	05	00
	265/P	0	68	00

[No. O-14016/68/85-G.P.]

का. आ. 727.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि सोकहित में यह आवश्यक है कि मध्यप्रदेश राज्य में हजीरा बरेली से जगदीशपुर तक पेट्रोलियम के पर्सवर्हन के लिए पाइप लाइन भारतीय गैस प्राधीकरण निःशारा विभाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए प्रतिपाद्ध अनुमती में विभिन्न भूमि में उपर्योग का अधिकार अर्जित करना आवश्यक है।

यतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपर्योग के अधिकार का अर्जन) अधिनियम, 1962 (1962 की 50) की धारा 3 को उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय भरकार ने उसमें उपर्योग का अधिकार अर्जित करने का अपना आशय एन्ड-डारा धार्षण किया है।

बग्ने कि उक्त भूमि में हिनवड़ काई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने लिए आवश्यक सक्षम प्राधिकारी भारतीय गैस प्राधीकरण दि. एव. बी. जे. पाइप लाइन 83 मुमाप नगर सावेर रोड, उज्जैन (म. प्र.) 456001

का इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफत।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम भ्याना तहसील सारंगपुर जिला—राजगढ़ राज्य (मध्य-प्रदेश)

प्रान्तिक सूची

प्रान्ति क्र.	लक्षण नं.	उपयोग प्रधिकार अधिनं का क्षेत्र (हेक्टर में)
---------------	-----------	--

1	2	3
---	---	---

1.	343	0.190
----	-----	-------

2.	342	0.038
----	-----	-------

3.	331/8	0.164
----	-------	-------

4.	344/2	0.091
----	-------	-------

5.	349	0.215
----	-----	-------

6.	344/1	0.013
----	-------	-------

7.	345	0.190
----	-----	-------

8.	348	0.005
----	-----	-------

9.	343	0.266
----	-----	-------

10.	334	0.104
-----	-----	-------

11.	333	0.366
-----	-----	-------

12.	332	0.479
-----	-----	-------

13.	331/11	0.266
-----	--------	-------

14.	332	0.166
-----	-----	-------

15.	330	0.025
-----	-----	-------

16.	329	0.291
-----	-----	-------

17.	1	0.013
-----	---	-------

18.	2	0.013
-----	---	-------

19.	19/1	0.070
-----	------	-------

20.	296	0.309
-----	-----	-------

21.	263	0.431
-----	-----	-------

22.	264	0.200
-----	-----	-------

23.	265	0.116
-----	-----	-------

24.	281	0.300
-----	-----	-------

25.	269	0.300
-----	-----	-------

26.	259/2	0.099
-----	-------	-------

27.	271	0.256
-----	-----	-------

28.	272/1	0.038
-----	-------	-------

29.	280	0.038
-----	-----	-------

30.	273/2	0.216
-----	-------	-------

31.	246	0.005
-----	-----	-------

32.	13/2	0.251
-----	------	-------

1	2	3
33.	245/2	0.300
34.	245/1	0.256
35.	13/1	0.251
36.	273/1	0.050
37.	61/2	0.008
38.	60/4	0.063
39.	6/3	0.019
40.	46/3	0.284
41.	47	0.163
42.	60/3	0.060
43.	45/2	0.005
44.	6/2	0.060
45.	61/1	0.005
46.	46/1	0.284
47.	12	0.140
48.	9	0.153
49.	10	0.251
50.	8/2	0.005
51.	60/1	0.010
52.	59	0.115
53.	11	0.010
54.	14	0.040
55.	18	0.100
56.	244	0.076
57.	243	0.025
58.	242	0.104
59.	70	0.013
60.	62	0.025
61.	64	0.025
62.	48	0.005
63.	63	0.100
योग कुल क्षेत्रफल		8.390

[O-14016/69/85-जी. फी.]

S.O. 727.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Bareilly to Jagdishpur in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent

Authority, Gas Authority of India Limited, HBI gas pipe line, 83, Subash Nagar, Sanver Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner.

HBI Gas Pipeline Project

Village : Bhyana Tehsil : Sarangpur Distt. : Rajgarh State : M.P.

SCHEDULE

S.No.	Survey No.	Area to be acquired for R.O.J. in Hectare
1	2	3
1.	343	0.190
2.	342	0.038
3.	331/1	0.164
4.	344/2	0.091
5.	349	0.215
6.	344/1	0.013
7.	345	0.190
8.	343	0.005
9.	343	0.266
10.	334	0.104
11.	333	0.366
12.	332	0.479
13.	331/11	0.266
14.	332	0.166
15.	330	0.025
16.	329	0.291
17.	1	0.013
18.	2	0.013
19.	19/1	0.070
20.	296	0.309
21.	263	0.431
22.	264	0.200
23.	265	0.116
24.	281	0.300
25.	269	0.300
26.	259/2	0.099
27.	271	0.256
28.	272/1	0.038
29.	269	0.038
30.	273/2	0.216
31.	246	0.005
32.	13/2	0.251
33.	245/2	0.300
34.	245/1	0.256
35.	13/1	0.251
36.	273/1	0.050
37.	61/2	0.006
38.	60/4	0.063
39.	6/3	0.019
40.	46/3	0.284
41.	47	0.163
42.	60/3	0.060
43.	45/2	0.005
44.	6/2	0.060
45.	61/2	0.005
46.	46/1	0.284
47.	12	0.140
48.	9	0.153
49.	10	0.251
50.	3/2	0.005
51.	60/1	0.010
52.	59	0.115
53.	11	0.010
54.	14	0.040
55.	18	40.100

	1	2	3
56.	244		0.076
57.	243		0.025
58.	242		0.104
59.	70		0.013
60.	62		0.025
61.	64		0.025
62.	48		0.005
63.	63		0.100

Total Area 8.390

[No. O-14016/69/85-G.P.]

का. आ. 728.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि सोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में छजीरा-बरेली से जगदीणपुर तक पेट्रोलियम के परिवहन के लिए पाइप लाइन भारतीय गैस प्राधिकरण लि. द्वारा बिल्ड जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतदु पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजित करता आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अंजन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंजित करने का अपना आवश्य एतद्वारा घोषित किया है।

बगते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी भारतीय गैस प्राधिकरण लि. एच. बी. जे. पाइप लाइन 45, सुभाष नगर सांबेर रोड, उज्जैन (म. प्र.) 456001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करते बाला हर व्यक्ति विनियिष्टः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवायी व्यक्तिगत रूप से याहाँ किसी विधि व्यवसायी की मार्फत।

एच. बी. जे. गैस पाइप लाईन प्रोजेक्ट

ग्रामः महेखान तहसीलः गुना जिला : गुना राज्य (मध्य प्रदेश)

अनुसूची

अनु० खसरा नं. 1 उपयोग अधिकार अंजन का भेज (हैक्टर्स में)

1.	1/1	0.930
2.	2	0.523
3.	3	0.303
4.	17/8/1	0.304
5.	17/9	0.126
6.	17/10	0.251
7.	17/12	0.271
8.	17/13	0.010

1	2	3
9.	19	0.031
10.	32/1	0.282
11.	17/6	0.366
12.	35	0.031
13.	36/1	0.010
14.	37	0.020
15.	132	0.031
16.	133/1	0.314
17.	36/7	0.209
योग:-कुल सेवफल	4.012	

[सं. ओ-14016/70/85-जीपी]

S.O. 728.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Bareilly to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Gas Authority of India Limited HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwar Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ Gas Pipe line Project

Village : Mahukhan Tehsil : Guna Distt. : Guna
SCHEDULE

S.No.	Survey No.	Area to be acquired for R.O.U. in hectare
1.	1/1	0.930
2.	2	0.523
3.	3	0.303
4.	17/8/1	0.304
5.	17/9	0.126
6.	17/10	0.251
7.	17/12	0.271
8.	17/13	0.010
9.	19	0.031
10.	32/1	0.282
11.	17/6	0.366
12.	35	0.031
13.	36/1	0.010
14.	37	0.020
15.	132	0.031
16.	133/1	0.314
17.	36/7	0.209
Total Area		4.012

[No. O-14016/70/85-GP]

का. आ. 729.—यतः केन्द्रीय सरकार को यह प्रस्तुत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में हज़ीरा-बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइप लाइन भारतीय गैस प्राधिकरण द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियां का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंजित करने का अपना आवश्यक एतदुपाबद्ध धारा घोषित किया है।

बशर्ते कि उक्त भूमि में द्वितीय कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी भारतीय गैस प्राधिकरण द्वा. एच. बी. जे. पाइप लाइन 83 मुभाव नगर साथेर रोड, उज्जैन (म. प्र.) 456001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टः यही कथन करेगा कि क्या वह चाहता है कि उसकी सुनवायी व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम किशनगढ़ तहसील गुना जिला गुना राज्य (मध्य प्रदेश)

अनुसूची

अनु० खसरा नं. 1 उपयोग अधिकार अर्जन का लेख (हैक्टर में)

1.	44/1	0.480
2.	44/10	0.480
3.	44/10	0.010
4.	44/11	0.951
5.	44/20	0.135
6.	12	0.052

योग कुल सेवफल 2.108

[सं. ओ-14016/71/85-जी.पी.]

S.O. 729.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Bareilly to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Gas Authority of India Limited HBG Gas Pipe Line, 83, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBG Gas Pipe Line Project

Village : Nishangarh Tehsil : Guna Distt. : Guna
SCHEDULE

S.No.	Survey No.	Area to be acquired for R.O.U. in hectare
1.	44/1	0.480
2.	44/10 KH	0.480
3.	44/10 KH	0.010
4.	44/11	0.951
5.	44/20	0.135
6.	12	0.052
Total Area		2.108

[No. O-14016/71/85-GP]

का. ना. 730.—यह: केन्द्रीय भारत को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में उचित अवलोकन से जगवीशपुर तक पेट्रोलियम के परिवहन के लिए नाइप लाइन भारतीय गैस प्राप्तिकरण सि. द्वारा बिल्ड जानी चाहिए।

और यह: यह प्रतीत होता है कि ऐसी लाइनों को बिल्ड के प्रयोग के लिए एतदुपायद अवसूची में वर्जित भूमि में उपयोग अधिकार अंजित करना आवश्यक है।

अतः अब पेट्रोलियम और उनिय पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंजित करने का अपना आवश्य एतद्वारा घोषित किया है।

बताते हुए कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के मीने पाइप लाइन बिल्ड के लिए आक्षेप सक्षम प्राप्तिकारी भारतीय गैस प्राप्तिकरण सि. एच. बी. जे. पाइप लाइन 48 सुभाष नगर सांचर रोड, उज्जैन (म. प्र.) 456001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट है कि क्या वह यह यह आहता है कि उसकी सम्बादी व्यक्तिगत रूप से हो या किसी वित्ती व्यवसायी की आकर्त।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

माम उकावद तहसील गुना जिला-गुना राज्य (मध्य-प्रदेश)

अनु. असरा नं. उपयोग अधिकार अर्जन का लोक (हेक्टर में)
क्र.

1	2	3
1.	22	0.314
2.	23	0.366
3.	24	0.499
4.	60/1	0.481
5.	60/2	0.261
6.	48	0.428
7.	43	0.240
8.	42	0.439
9.	112/1	0.523
10.	112/2	0.366
11.	107	0.439
12.	104	0.230
13.	106	0.105
14.	105	0.302
15.	121	0.261
16.	125	0.293
17.	133	0.125
18.	145	0.460
19.	144	0.470
20.	135	0.010
21.	142	0.240
22.	141	0.491
23.	162/3	0.408
24.	194	0.157
25.	193	0.554
26.	182/1	0.334
27.	181/1	0.157
28.	181/2	0.314
29.	181/3	0.240
30.	181/4	0.230
31.	180	0.658
32.	178	0.303
33.	177/3	0.637
34.	176	0.606
35.	198/1 में से	1.358
36.	198/4 मी.	0.052
37.	199 में से	0.366
38.	198 मी.	0.105
39.	40	0.115
40.	124	0.084
41.	140	0.042
42.	509	0.105

1	2	3
43.	63	0.052
44.	111	0.052
45.	61/1	0.063
46.	108	0.167
47.	109/1	0.063
48.	132	0.230
49.	143	0.209
50.	164	0.157
51.	179	0.188
योग:-		कुल क्षेत्रफल 15.309

[सं. ओ. 14016/72/85-जी. पी. ०]

S.O. 730.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Barilby to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Gas Authority of India Limited HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ Gas Pipe Line Project

Village : Ukkavad Tehsil : Guna Distt. : Guna

SCHEDULE

S.No.	Survey No.	Area to be acquired for
		R.O.U. in hectare
1	2	3
1.	22	0.314
2.	23	0.366
3.	24	0.449
4.	60/1	0.481
5.	60/2	0.261
6.	48	0.428
7.	43	0.240
8.	42	0.439
9.	112/1	0.523
10.	112/2	0.366
11.	107	0.439
12.	104	0.230
13.	106	0.105
14.	105	0.302
15.	121	0.261
16.	125	0.293
17.	133	0.125
18.	145	0.460
19.	144	0.470
20.	135	0.010

1	2	3
21.	142	0.240
22.	141	0.491
23.	162/3	0.408
24.	194	0.157
25.	193	0.554
26.	182/1	0.334
27.	181/1	0.157
28.	181/2	0.314
29.	181/3	0.240
30.	181/4	0.230
31.	180	0.658
32.	178	0.303
33.	177/3	0.637
34.	176	0.606
35.	198/1 M.S.	1.358
36.	198/4M	0.052
37.	198 M.S.	0.366
38.	198 M	0.105
39.	40	0.115
40.	124	0.084
41.	140	0.042
42.	509	0.105
43.	63	0.052
44.	111	0.052
45.	61/1	0.063
46.	108	0.167
47.	103/1	0.063
48.	132	0.230
49.	143	0.209
50.	164	0.157
51.	179	0.188
Total Area		15.309

[No. O-14016/72/85-GP]

का. आ. 731—यह केन्द्रीय सरकार को यह प्रतीत होता है कि भौतिक में यह प्रावस्थक है कि मध्य प्रदेश राज्य में हजारी-बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइपलाइन भारतीय गैस प्राधिकरण लि. द्वारा बिलाई जानी चाहिये।

और यह यह प्रतीत होता है कि ऐसी लाइनों को बिलाई के प्रयोजन के लिये एतदुपाद्धत्त अनुसूची में विभिन्न भूमि में उपयोग का अधिकार अर्जित करना प्रावस्थक है।

अतः यह पेट्रोलियम और अनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त पारितयों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना प्रावस्थ एतद्धारा घोषित किया है।

बास्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिलाई के लिए आक्षेप सक्षम प्राधिकारी भारतीय गैस प्राधिकरण लि. एच. बी. जे. पाइप लाइन 45, सुभाष नगर, सावेर रोड, उज्जैन (म. प्र.) 456001 को इस अधिकृतता की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर अधिकारी विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह घाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि अवसायी की माफत

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम : हिनोतिया तहसील : गुना जिला : गुना राज्य (मध्य प्रदेश)

प्रनुसारी

प्रनुक्तम	खसरा मं.	उपयोग अधिकारी अर्जन का क्षेत्र (हेक्टर में)
-----------	----------	---

1	2	3
1.	17	0.042
2.	195/1 मी.	0.105
3.	195/1 मी.	0.627
4.	182	0.063
5.	189	0.324
6.	185	0.073
7.	186	0.355
8.	187	0.052
9.	188	0.261
10.	282	0.063
11.	278	0.439
12.	279	0.178
13.	276	0.240
14.	251	0.011
15.	275	0.073
16.	254	0.325
17.	253	0.157
18.	242	0.042
19.	257	0.366
20.	237	0.199
21.	239	0.314
22.	227	0.052
23.	216	0.261
24.	217	0.303
25.	212/	0.314
26.	209	0.010
27.	210	0.105
28.	211	0.240
29.	203	0.136
30.	204	0.125
31.	19	0.230
32.	115	0.042
33.	195/1	0.157

1	2	3
34.	207	0.021
35.	202	0.042
36.	197	0.042
37.	195/4	0.272
38.	195/5	0.157
39.	218	0.010
40.	277	0.031
41.	172	0.010
42.	280	0.010
योग कुल क्षेत्रफल		6.879

[सं. ओ-14016/73/85-जी०पी०]

S.O. 731.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Barily to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962. (50 of 1962) the Central Government hereby declares its intention to acquire the right of use therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Gas Authority of India Limited HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPE LINE PROJECT

Village : Hinotiya Tehsil : Guna Distt. : Guna

SCHEDULE

S.No.	Survey No.	Area to be Acquired for R.O.U in Hectare
1	2	3
1.	17	0.042
2.	195/1 M.	0.105
3.	195/1 M.	0.627
4.	182	0.063
5.	189	0.324
6.	185	0.073
7.	186	0.355
8.	187	0.052
9.	188	0.261
10.	282	0.063
11.	278	0.439
12.	279	0.178
13.	276	0.240

सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफत ।

एच. बी. जे. गैस पाइपलाइन प्रोजेक्ट

ग्राम: लालपुरिया तहसील: राजगढ़ जिला: राजगढ़ राज्य: मध्यप्रदेश
अनुसूची

14.	251	0.011
15.	275	0.073
16.	254	0.325
17.	253	0.157
18.	242	0.042
19.	257	0.366
20.	237	0.199
21.	239	0.314
22.	227	0.052
23.	216	0.261
24.	217	0.303
25.	212/1	0.314
26.	209	0.010
27.	210	0.105
28.	211	0.240
29.	203	0.136
30.	204	0.125
31.	19	0.230
32.	115	0.042
33.	195/2	0.157
34.	207	0.021
35.	202	0.042
36.	197	0.042
37.	195/4	0.272
38.	195/5	0.157
39.	218	0.010
40.	277	0.031
41.	172	0.010
42.	280	0.010
Total		6.879

[No. O-14016/73/85-GP]

का, आ. 732—यतः, केन्द्रीय सरकार को यह प्रतीत होता है कि सोकहित में यह आवश्यक है कि मध्यप्रदेश राज्य में हजीरा-बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइपलाइन भारतीय गैस प्राधिकरण लि. द्वारा बिछाई जानी चाहिये ।

और, यतः, यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपावह अनुसूची में विनियमित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) विनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का भपता आवश्यक एतद्वारा धोखित किया है ।

बास्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी भारतीय गैस प्राधिकरण लि० एच. बी. जे. पाइप लाइन 83 सुभाष नगर सावेर रोड, उज्जैन (म. प्र.) 456001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी

अनु क्र०	खसरा नं०	उपयोग अधिकार अर्जन का क्षेत्र (हेक्टर्स) में
1.	4/1	1.400
2.	3	0.500
3.	2/1	0.740
4.	10/3	0.700
5.	10/1	0.040
6.	19/1	0.040
7.	13	0.060
8.	11	0.550
9.	2/2	0.150
योग :—कुल क्षेत्रफल		3.830

(O-14016/74/85-जीपी.)

S.O. 732.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Bareilly to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Gas Authority of India Limited HBJ Gas Pipe Line, 83, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPELINE PROJECT
Village : Lalpuriya Tehsil : Rajgarh Distt. : Rajgarh
SCHEDULE)

S.No.	Survey No.	Area to be Acquired for R.O.U. in Hectare
1.	4/2	1.400
2.	3	0.150
3.	2/1	0.740
4.	10/3	0.700
5.	10/1	0.040
6.	19/1	0.040
7.	13	0.060
8.	11	0.550
9.	2/2	0.150
Total Area		3.830

[No. O-14016/74/85-GP]

का. आ. 733.—यह : केन्द्रीय सरकार को मह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्यप्रदेश राज्य में हजारा—बरेली से अवधीशपुर तक पेट्रोलियम के परिवहन के लिए पाइप लाइन गैस अधिकारण से द्वारा बिछाई जानी चाहिये।

और, यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतदुपाद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

अतः, अब, पेट्रोलियम और अन्य पाइप लाइन (भूमि में उपयोग के अधिकार का अंजन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त अक्षितयों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंजित करने का अपना आशय एतद्वारा घोषित किया है।

बास्ते कि उक्त भूमि में वित्तवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, भारतीय गैस प्राधिकरण लि० एच. बी. जे. पाइप लाइन 83 सुभाष नगर सावेर रोड, उज्ज्वन "(म. प.) 456001 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह यह जाहता है कि उसकी सुनवाई व्यक्तिगत, इस से हो या किसी विधि व्यक्तिगती की भावना।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम : दयाखेड़ी तहसील : सारंगपुर जिला : राजगढ़ राज्य (मध्य प्रदेश)

अनुसूची

अनुसूची नं.	उपयोग अधिकार	अंजन का क्षेत्र (हेक्टर में)
1	2	3
1.	71/1	0.170
2.	6	0.005
3.	8	0.050
4.	9	0.130
5.	7/2	0.160
6.	54	0.250
7.	52	0.095
8.	5	0.005
9.	56	0.005
10.	47/1	0.060
11.	55	0.100
12.	57/1	0.210
13.	62	0.105
14.	58	0.050

1	2	3
15.	59	0.240
16.	60	0.031
17.	63	0.350
18.	67	0.060
19.	68	0.150
20.	69	0.057
21.	70	0.100
22.	66	0.005
23.	37	0.032
24.	19	0.005
25.	38	0.005
26.	39.	0.320
27.	41	0.025
28.	46/2	0.200
योग कुल क्षेत्रफल		3.015

[सं. O-14016/75/85-जी पी]

S.O. 733.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Bareilly to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Gas Authority of India Limited HBJ Gas Pipe Line, 83, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPELINE PROJECT

Village : Daya-Khedi Tehsil : Sarangpur Distt. : Rajgarh

SCHEDULE

S.No.	Survey No.	Area to be Acquired for R.O.U. in Hectare
1.	7/1	0.170
2.	6	0.005
3.	8	0.050
4.	9	0.130
5.	7/2	0.160
6.	54	0.250
7.	52	0.095
8.	5	0.005
9.	56	0.005

1	2	3
10.	47/1	0.060
11.	55	0.100
12.	57/1	0.210
13.	62	0.105
14.	58	0.050
15.	59	0.240
16.	60	0.031
17.	63	0.350
18.	67	0.060
19.	68	0.150
20.	69	0.057
21.	70	0.100
22.	66	0.005
23.	37	0.032
24.	19	0.005
25.	38	0.005
26.	39	0.320
27.	41	0.025
28.	46/2	0.200
Total Area		3.015

[No. O-14016/75/85-GP]

का. आ. 734—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्यप्रदेश राज्य में हजार बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइप लाइन भारतीय गैस प्राधिकरण नि. द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन लिये एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजिन करना आवश्यक है।

अनः अब पेट्रोलियम और बनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अंजन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंजित करने का अपना आश्य एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हिनबद्द कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आश्रेप शक्ति प्राप्तिकरी, भारतीय गैस प्राधिकरण नि. एच. बी. जे. पाइप लाइन 83 मुमाल नगर सावेर गोड, उज्जैन (म. प्र.) 456001 का इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आश्रेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनबाई व्यक्तिगत रूप से हो या किमी विधि अवधारी की माफेत।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम देवला तहसील सारंगपुर जिला राजगढ़ राज्य (मध्य प्रदेश)

अनुसूची

अनुक्रम खसरा नं. उपयोग अधिकार अंजन का क्षेत्र (हेक्टर) में

1	2	3
1.	708	0.256
2.	830/1	0.118
3.	829	0.210
4.	832	0.548
5.	253	0.012
6.	615	0.100
7.	833	0.390
8.	697/2	0.331
9.	208	0.005
10.	207/1	0.095
11.	185	0.051
12.	186	0.076
13.	205	0.090
14.	206	0.030
15.	547	0.010
16.	190	0.100
17.	254/3	0.040
18.	572	0.010
19.	573	0.010
20.	594	0.044
21.	565	0.010
22.	831	0.013
23.	611	0.119
24.	589	0.096
25.	616	0.095
26.	593	0.010
27.	595	0.012
28.	596	0.012
29.	602	0.010
30.	603	0.040
31.	604	0.013
32.	628	0.148
33.	629	0.106
34.	632	0.100
35.	633	0.066
36.	591	0.040
37.	635	0.166
38.	634	0.052
39.	588	0.108
40.	590	0.016
41.	587	0.190

1	2	3	1	2	3
42.	570	0.318	4.	832	0.548
43.	531	0.010	5.	253	0.012
44.	571	0.096	6.	615	0.100
45.	568	0.045	7.	833	0.390
46.	566	0.315	8.	697/2	0.331
47.	543	0.238	9.	208	0.005
48.	545	0.189	10.	207/1	0.095
49.	538	0.207	11.	185	0.051
50.	539	0.065	12.	186	0.076
51.	530	0.011	13.	205	0.090
52.	537	0.129	14.	206	0.030
53.	533	0.322	15.	547	0.010
54.	532	0.010	16.	190	0.100
55.	528	0.253	17.	254/3	0.040
56.	529	0.010	18.	572	0.010
57.	534	0.198	19.	573	0.010
58.	482	0.023	20.	594	0.044
59.	567	0.110	21.	565	0.010
60.	617	0.025	22.	831	0.010
61.	618	0.040	23.	611	0.119
गोग:—कुल क्षेत्रफल		6.506	24.	589	0.096

[O 14016/76/85-गी. पी.]

S.O. 734.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Barily to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Gas Authority of India Limited HBJ Gas Pipe Line, 83, Subhash Nagar, Sanver Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPELINE PROJECT

Village Dedla Tehsil Sarangpur Distt. Rajgarh State M.P.

SCHEDULE

S.No.	Survey No.	Area to be Acquired for R.O.U. in Hectare	Total Area	
1.	708	0.256		6.506
2.	830/1	0.118		
3.	829	0.210		
				[No. O-14016/76/85-GP]

का. आ. 735.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्यप्रदेश राज्य में हज़ीरा बरेली में जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइप लाइन भारतीय गैस प्राप्तिकरण नि. धारा बिठाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतदुपायद अनुसूची में वर्णन भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

यतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) प्रधनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने इसमें उपयोग का अधिकार अर्जित करने का अपना आगय एतद्धारा घोषित किया है।

वश्ते नि उक्त भूमि में हितबाल कोडे व्यक्ति उस भूमि के नीचे पाइप लाइन लियाने के लिए आक्षेप सक्षम प्राधिकारी भारतीय गैस प्राप्तिकरण नि. एन. बी. जे. पाइप लाइन 4, मुभाय नगर सावेर गोड उज्ज्वन (ग. प्र.) 456001 को इस अधिसूचना को तारीख से 21 दिनों के भीतर कर सकता।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिदिष्टतः यह भी कथन करेगा कि वह वह नाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफत।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम: मसलाखुर्द तहसील: ईमांगढ़ जिला: गुना राज्य: (मध्य-प्रदेश)

अनुसूची

अनु. श्र. 1 खसरा नं. 1

उपयोग अधिकार अर्जन का क्षेत्र (हेक्टर में)

1	2	3
1.	447	0.094
2.	463	0.230
3.	467	0.627
4.	469/1	0.105
5.	469/2	0.230
6.	464	0.209
7.	492	0.084
8.	490	0.240
9.	489/2	0.052
10.	494	0.209
11.	495	—
12.	496	—
13.	485/1	0.209
14.	483	0.167
15.	295	0.105
16.	294	0.042
17.	509	0.209
18.	511	0.195
19.	485/2	0.280
20.	484	0.230
Total Area		3.517

1	2	3
15.	295	0.105
16.	294	0.042
17.	509	0.209
18.	511	0.195
19.	485/2	0.280
20.	484	0.230
Total Area		3.517

[सं. O-14016/77/85 जी पी]

S.O. 735.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Barilly to Jagdishpur in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.);

And every person making such an objection shall also state specifically whether he wishes to be hear in person or by legal practitioner.

HBJ GAS PIPE LINE PROJECT

Village Rusasla Khurd Tehsil Issagarh Distt. Guna

SCHEDULE

S.No.	Survey No.	Area to be Acquired for R.O.U. in Hectare
1	2	3
1.	447	0.094
2.	463	0.230
3.	467	0.627
4.	469/1	0.105
5.	469/2	0.230
6.	464	0.209
7.	492	0.084
8.	490	0.240
9.	489/2	0.052
10.	494	0.209
11.	495	—
12.	496	—
13.	485/1	0.209
14.	483	0.167
15.	295	0.105
16.	294	0.042
17.	509	0.209
18.	511	0.195
19.	485/2	0.280
20.	484	0.230
Total Area		3.517

[No. O-14016/77/85-GP]

का. आ. 736.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में हज़ीरा-बरेली-जगदीशपुर पेट्रोलियम के परिवहन के लिये पाइप लाइन नेट तथा भारतीय गैस प्राधिकरण नि. द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी जार्जनों को बिछाने के प्रयोजन के लिये एतदुपाबद्ध अनुसूची में अर्णित भूमि में उपयोग का अधिकार अर्जित करता आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 को उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आण्य एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने लिए आक्षेप सक्षम प्राधिकारी भारतीय गैस प्राधिकरण लि. एच. बी. जे. पाइप लाइन 83 सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम चोसला तहसील राजगढ़ जिला—राजगढ़ राज्य (मध्यप्रदेश)

अनुसूची

अनु. क्र.	खसरा नं.	उपयोग अधिकार अर्जन का क्षेत्र (हेक्टर में)
-----------	----------	--

1	2	3
1. 777	0.013	
2. 778	0.390	
3. 780	0.306	
4. 781	0.480	
5. 785	0.090	
6. 812	0.026	
7. 813	0.294	
8. 811	0.120	
9. 810	0.080	
10. 816	0.012	
11. 846	0.040	
12. 807/2	0.050	
13. 797	0.030	
14. 875	0.031	
15. 877	0.250	
16. 874	0.053	

1	2	3
17. 819	0.026	
18. 818	0.070	
19. 882	0.010	
20. 883	0.030	
21. 884	0.150	
22. 1143	0.180	
23. 1142	0.160	
24. 1147	0.180	
25. 1149	0.222	
26. 1150	0.280	
27. 1152	0.052	
28. 1133	0.013	
29. 1129	0.150	
30. 1104	0.030	
33. 1103	0.080	
32. 1097	0.016	
33. 1102	0.010	
34. 1088	0.065	
35. 1087	0.240	
36. 1082	0.084	
37. 1086	0.300	
38. 1085	0.039	
39. 1066	0.033	
40. 1067	0.240	
41. 1064	0.120	
42. 1063	0.150	
43. 1060	0.019	
44. 1062	0.060	
45. 1056	0.013	
46. 1059	0.013	
47. 1058	0.020	
48. 784	0.010	
49. 815	0.010	
50. 880	0.126	
51. 873	0.015	
52. 1101	0.010	
53. 1096	0.010	
54. 824	0.020	
याग :—कुल क्षेत्रफल		5.521

[स. O-14016/78/85-जी० फी०]

S.O. 736.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Barilly to Jagdishpur in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, HBJ Gas Pipe Line 83, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

HBJ GAS PIPE LINE PROJECT

Village Chosala Tehsil Rajgarh Distt. Rajgarh

SCHEDULE

S.No.	Survey No.	Area to be Acquired for R.O.U. in Hectare
1	2	3
1.	777	0.013
2.	778	0.290
3.	780	0.306
4.	781	0.480
5.	785	0.090
6.	812	0.026
7.	813	0.294
8.	811	0.120
9.	810	0.080
10.	816	0.012
11.	846	0.040
12.	807/2	0.050
13.	797	0.030
14.	875	0.031
15.	877	0.250
16.	874	0.053
17.	819	0.026
18.	818	0.070
19.	882	0.010
20.	883	0.030
21.	884	0.150
22.	1143	0.180
23.	1142	0.160
24.	1147	0.180
25.	1149	0.222
26.	1150	0.230
27.	1152	0.052
28.	1133	0.052
29.	1129	0.150
30.	1104	0.030
31.	1103	0.080
32.	1097	0.016
33.	1102	0.010
34.	1088	0.065
35.	1087	0.240
36.	1082	0.084
37.	1086	0.300
38.	1085	0.039
39.	1066	0.033
40.	1067	0.240
41.	1064	0.120
42.	1063	0.150

	1	2	3
43.	1060		0.019
44.	1062		0.060
45.	1056		0.013
46.	1059		0.013
47.	1058		0.020
48.	784		0.010
49.	815		0.010
50.	880		0.126
51.	873		0.015
52.	1101		0.010
53.	1096		0.010
54.	824		0.020
Total		1.21	5.521

[No. O-14016/78/85-GP]

का. आ. 737.—यतः केन्द्रीय भरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्यप्रदेश राज्य में हजारीबांधी में जगदीशपुर तक पेट्रोलियम के परिवहन के लिए पाइप लाइन भारतीय गैस प्राधिकरण नि आयोग द्वारा विलोई जानी चाहिये ।

ओर यतः यह प्रतीत होता है कि एसी लाईनों को बिलासे के प्रयोग के लिये एन्ट्रुपायड अनुसूची में वर्णित भूमि में उपर्योग का अधिकार अंजित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपर्योग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की द्वारा 3 की उपाधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपर्योग का अधिकार अंजित करते का अपना आशय एन्ट्रुपायड घोषित है ।

वर्णते कि उक्त भूमि में द्विसबल कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिलासे के लिए आक्षेप-मक्षम प्राधिकारी, भारतीय गैस प्राधिकरण लि., एच. बी. जे. पाईप लाईन, 45, मुम्बाय नगर, मांकर रोड, उज्जैन (म.प्र.) 456001 को इस अधिसूचना की तारीख में 21 दिनों के भीतर कर मार्गत ।

और एसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनावाई व्यक्तिगत स्पष्ट से हो या किसी विधि व्यवसायी की मार्फत ।

एच. बी. जे. गैस पाईप लाईन प्रोजेक्ट

ग्राम बरखेड़ा डेफनी तहसील गुनाजिला—गुना राज्य (मध्यप्रदेश)

अनुसूची

अनुक्र. खसरा नं. उपर्योग अधिकार अर्जन का क्षेत्र (हैक्टर में)

1.	111	0.314
2.	112	0.304
3.	110	0.177

1	2	3	1	2	3
4.	117	0.209	4.	117	0.209
5.	116	0.021	5.	116	0.021
6.	115	0.105	6.	115	0.105
7.	118	0.105	7.	118	0.105
8.	114	0.314	8.	114	0.314
9.	147	0.063	9.	147	0.063
10.	152/1/5	0.251	10.	152/1/5	0.251
11.	152/1K	0.784	11.	152/1 K	0.784
12.	149	0.105	12.	149	0.105
13.	150	0.418	13.	150	0.418
14.	158/1मी.	0.283	14.	158/1 M.	0.283
15.	153/2	0.388	15.	153/2	0.388
16.	157/1ख	0.585	16.	157/1 KH	0.585
17.	155/1क	0.042	17.	155/1/K	0.042
18.	155/1ख	0.230	18.	155/1/KH	0.230
19.	177	0.042	19.	177	0.042
20.	62	0.075	20.	62	0.075
21.	158/1मी.	0.355	21.	158/1 M.	0.335
22.	164/1मी.	0.011	22.	164/1 M	0.011
23.	157/1क	0.042	23.	157/1 K.	0.042
24.	153/1K	0.011	24.	153/1 K	0.011
Total area		5.214	Total area		5.214

[No. O-14016/79/85-GP]

योग:—कुल क्षेत्रफल 5.214

[सं. O-14016/79/85-जी.पी.]

S.O. 737.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Barily to Jagdishpur in Madhya Pradesh State pipe line should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwer Road, Ujjain (M.P.).

And every person making such an objection shall also state whether he wishes to be heard in person or by letter.

HBJ GAS PIPELINE PROJECT

Village Barkhedi Dhekani Tehsil Guna Distt. Guna

SCHEDULE

S.No.	Survey No.	Area to be Acquired for R.O.U. in Hectare
1	2	3
1.	111	0.314
2.	112	0.304
3.	110	0.177

का. आ. 738.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में हज़रीरा-बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइप लाइन भारतीय गैस प्राधिकरण लि. द्वारा विद्युत जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतदुपाद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अंजित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अंजित करने का अपना आशय एतद्वारा घोषित किया है।

वर्णन कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप, प्राधिकारी, भारतीय गैस प्राधिकरण लि., एच०बी०ज० पाइप लाइन, 45, सुभाष नगर, सांबेर रोड, उज्जैन (म.प्र.) 456001 की इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यवितरण रूप से हो या किसी विधि व्यवसायी की माफत।

अनुसूची

एच. बी. जे. गैस पाइप लाइन प्रोजेक्ट

ग्राम—पड़िरिया तहसील—गुना जिला—गुना राज्य (मध्य-प्रदेश)

अनुक्र. खसरा नं. उपयोग अधिकार अर्जन का क्षेत्र (हैक्टर में)

1. 57	0.784
2. 58/2	0.364
3. 60/7	0.021
4. 62	0.063
5. 64	0.105
6. 66	0.293
7. 67	0.178
8. 68/1	0.355
9. 68/2 में से	0.240
10. 68/3	0.010
11. 60/6	0.293
12. 59	0.021
13. 60/5	0.010
14. 56	0.010
15. 65	0.010
16. 207	0.021
योग :	कुल क्षेत्रफल 2.778

[सं. O-14016/80/85-जी. पी.]

एम. एस. श्रीनिवासन, उप सचिव

S.O. 738.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hazira-Berilly to Jagdishpur in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited:

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, HBJ Gas Pipe Line, 45, Subhash Nagar, Sanwar Road, Ujjain (M.P.);

And every person making such an objection shall also, state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

HBJ GAS PIPE LINE PROJECT

Village : Padriya Tehsil : Guna Distt. Guna

S.No.	Survey No.	Area to be Acquired for R.O.U. in Hectare
1.	57	0.784
2.	58/2	0.364
3.	60/7	0.021
4.	62	0.063
5.	64	0.05
6.	66	0.293
7.	67	0.178
8.	68/1	0.355
9.	68/2 M.S.	0.240
10.	68/3	0.010
11.	60/6	0.293
12.	59	0.021
13.	60/5	0.010
14.	56	0.010
15.	65	0.010
16.	207	0.021
Total area		2.778

[No. O-14016/80/85-GP]
M. S. SRINIVASAN, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 4 फरवरी, 1985

का० आ० 739.—केन्द्रीय होम्योपैथी परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय मरकार केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के बाद एनद्वारा उक्त अधिनियम की दूसरी अनुसूची में आगे और निम्नलिखित संशोधन करती है ; अर्थात् :—

उक्त अनुसूची में “उडीसा” शीर्ष के अन्तर्गत वरहाम्पुर विश्वविद्यालय से संबंधित क्रम संख्या 13ब के आगे कालम 3 में “एम. बी. एस.” संकेताक्षर के स्थान पर “बी०एच०एम०एस०” संकेताक्षर प्रतिस्थापित किए जाएँ।

[संख्या वी० 27021/10/84-होम्योपैथी]
ब्रह्म देव, डैस्क अधिकारी

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 4th February, 1985

S.O. 739.—In exercise of the powers conferred by sub-section (2) of Section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government after consulting the Central Council of Homoeopathy, hereby makes the following further amendments in the Second Schedule to the said Act, namely:—

In the said Schedule, under the heading 'Orissa' against serial number 13B, relating to Berhampur University, in column 3 for the abbreviation "M.B.S.", the abbreviation "B.H.M.S.", shall be substituted.

[No. V. 27021/10/84-Homeo]
BRAHMA DEV, Desk Officer

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

(सचिव विभाग)

वस्त्र, 6 फरवरी, 1985

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (अतिरिक्त) ग्रामान्य विनियमावली, 1984

का. आ. 740.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम 1981 (1981 का 61) की धारा 60 की उपधारा (1) के अनुमति में भारतीय रिजर्व बैंक के परामर्श में केन्द्रीय भरकार द्वारा अनुमोदित राष्ट्रीय बैंक की अतिरिक्त सामान्य विनियमावली 1984 इसके अंतर्गत प्रकाशित की जाती है।

[एन० बी० सचिव 144/सी. 4/84-85]

जी. वेंकटमारायण, सचिव

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (अतिरिक्त) सामान्य नियमावली 1984

राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 60 की उपधारा (1) द्वारा प्रदत्त अनियमों का प्रयोग करते हुए राष्ट्रीय कृषि और ग्रामीण विकास बैंक का निदेशक बोर्ड, केन्द्रीय सरकार के पूर्व अनुमोदन और भारतीय रिजर्व बैंक के परामर्श से निम्नतिवित नियम निर्धारित करता है:—

परिचयात्मक

अध्याय-I

- मक्षिप्त नाम और प्रारंभ: (1) इन नियमों को राष्ट्रीय कृषि और ग्रामीण विकास बैंक (अतिरिक्त) सामान्य नियमावली, 1984 कहा जाएगा।
- ये नियम भारत के राजपत्र में प्रकाशित होने की तारीख से लागू होंगे।
- परिभाषाएँ: इन नियमों में जब तक प्रसंगानुसार अन्यथा अपेक्षित न हो—
 - अधिनियम का अर्थ राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) होगा।
 - “मताहकार परिषद्” का अर्थ धारा 14 की उपधारा (1) के अंतर्गत गठित मताहकार परिषद होगा।
 - “कार्यकारी समिति” का अर्थ धारा 13 की उपधारा (1) के अंतर्गत गठित “कार्यकारी समिति” होगा।
 - “धारा” का अर्थ अधिनियम की धारा से होगा।
 - इम नियम में जिन शब्दों और अंमव्यवितयों का प्रयोग किया गया है, लेकिन जिनकी परिभाषा नहीं दी गई है, उनका वही अर्थ समझा जाएगा जो उनके मंत्रधर्म में अधिनियम में दिया गया है।

अध्याय-II

कार्यकारी समिति और उसकी बैठकें

- कार्यकारी समिति के निदेशकों की संख्या और उनके कार्य:—कार्यकारी समिति में अध्यक्ष प्रबंध निदेशक और अध्यक्ष द्वारा नामित निम्नलिखित अन्य निदेशक होंगे—
 - धारा 6 की उपधारा (1) के प्रत्येक छंड (ख), (ग) (घ), और (झ) के अंतर्गत नियुक्त निदेशकों में से एक निदेशक (ख) धारा 6 की उपधारा (3) के अंतर्गत नियुक्त पूर्णकालिक निदेशकों में से, यदि कोई हों, तो एक
- राष्ट्रीय बैंक का सामान्य कारोबार चलाने के लिए बोर्ड की समस्त शक्तियों बोर्ड के लिए विशेष स्वरूप से प्रारक्षित मामलों से संबंधित शक्तियों को छोड़कर, इन नियमों के प्रावधानों और बोर्ड द्वारा समय-समय पर जारी किये जाने वाले विशेष या सामान्य नियंत्रणों के अधीन कार्यकारी समिति में विहित होंगी।
 - कार्यकारी समिति की बैठक:—अध्यक्ष एमी नारीख और समय पर जिसे वे निर्धारित करें, कार्यकारी समिति की हो माह में एक बार बम्बई में बैठक हो सकते हैं और कार्यकारी समिति के सदस्यों को कम से कम दस दिन की स्पष्ट सूचना दी जाएगी ताकि वे बैठक में भाग ले सकें। परन्तु यदि अध्यक्ष आवश्यक समझते हों तो, कार्यकारी समिति की बैठक भारत के किसी भी अन्य स्थान में नहीं जा सकती है।
 - जहां अध्यक्ष कार्यकारी समिति की धारा आवश्यक बैठक बुलाना आवश्यक सन्दर्भ है तो, उस स्थिति में कार्यकारी समिति के सदस्यों को कम से कम पांच दिन की स्पष्ट सूचना दी जाएगी ताकि वे बैठक में भाग ले सकें।
 - बैठक की अध्यक्षता:—किसी कारण से अध्यक्ष यदि किसी बैठक में उपस्थित होने में असमर्थ हों तो कार्यकारी समिति के अध्यक्ष द्वारा अपने स्थान पर नामित कोई अन्य भद्रस्य अध्यक्ष ऐसे नामित सदस्य की अनुपस्थिति में बैठक में शामिल सदस्यों द्वारा छुना गया कार्यकारी समिति का कोई अन्य सदस्य उक्त समिति की बैठक की अध्यक्षता करेगा।

(4) गणपूर्ति : कार्यकारी समिति के तीन सदस्यों में जिनमें से एक को धारा 6 की उपधारा (1) के खंड (बी) या खंड (सी) या खंड/(डी) अथवा खंड/(ई) के अंतर्गत नियुक्त निदेशक होना चाहिए, बैठकों की गणपूर्ति होगी।

(5) अर्थात् जब तक नियमों में अन्यथा कुछ न हो अधिनियम के प्रावधान और राष्ट्रीय कृषि और ग्रामीण विकास बैंक सामान्य नियमावली 1982 जब तक संभव होगा कार्यकारी समिति की बैठकों के लिए भी उसी तरह लागू होंगी जिस तरह वे बोर्ड की बैठकों के लिए लागू होती हैं।

(6) बैठकों की कार्यवाही : कार्यकारी समिति की प्रत्येक बैठक की कार्यवाही की प्रति बैठक की अध्यक्षता करने वाले सदस्य द्वारा उस बैठक में या उत्तराधारी बैठक में वृस्ताक्षरित हो जाने के बावजूद बोर्ड-निदेशकों की सूचनार्थ प्रसारित की जाएगी।

अध्याय-III

5(1) सलाहकारी परिषद् की बैठकें : अध्यक्ष अथवा उनकी अनुपस्थिति में प्रबंध निदेशक ऐसी तारीख और ऐसे समय पर जिसे वे निर्धारित करें सलाहकार परिषद् की बैठक राष्ट्रीय बैंक के प्रधान कार्यालय में सामान्यतः 6 माह में एक बार बुला सकते हैं और सलाहकार परिषद् के सदस्यों को कम से कम 15 दिन की स्पष्ट सूचनादी जाएगी ताकि वे बैठक में उपस्थित हो सकें।

(2) किन्हीं कारणों से अध्यक्ष यदि किसी बैठक में उपस्थित होने में असमर्थ हों तो सलाहकार परिषद् के अध्यक्ष द्वारा अपने स्थान पर नामित कोई अन्य सदस्य अथवा ऐसे नामित सदस्य की अनुपस्थिति में बैठक में सलाहकार परिषद् के उपस्थित सदस्यों द्वारा चुना गया कोई अन्य सदस्य सलाहकार परिषद् की बैठक की अध्यक्षता करेगा।

(3) बैठक (गणपूर्ति) : सलाहकार परिषद् के एक तिहाई सदस्य (अंश उपेक्षणीय) या उसके पाँच सदस्य जो भी कम हो, परिषद् की बैठक की गणपूर्ति करेंगे।

6.(1) सलाहकार परिषद् के सदस्यों के बैठक में उपस्थित होने के लिए शुल्क व भत्ते : सरकार या भारतीय रिजर्व बैंक के अधिकारी या निदेशक को छोड़कर सलाहकार परिषद् के प्रत्येक सदस्य को परिषद् की प्रत्येक बैठक के लिए जिसमें उन्होंने भाग लिया हो $\text{₹} 200$ दिए जाएंगे और यात्रा एवं विराम भत्ते यदि कोई हो तो, उसकी प्रतिपूर्ति केवल भारतीय रिजर्व बैंक के प्राप्ति से बोर्ड द्वारा समय-समय पर विनिर्दिष्ट वरों पर की जाएगी।

(2) सलाहकार परिषद् के सदस्य जो निदेशक हैं (प्रबंध निदेशक या पूर्णकालिक निदेशक को छोड़कर, बोर्ड की बैठक में सम्मिलित होने पर ऐसे शुल्क एवं भत्ता प्राप्त करेंगे जो बोर्ड की बैठकों में शामिल होने से ग्राह्य होते हैं।

(3) सलाहकार परिषद् के सदस्य जो भारतीय रिजर्व बैंक या सरकार के अधिकारी हैं बोर्ड की बैठक में सम्मिलित होने के लिए ऐसे शुल्क एवं भत्ता प्राप्त करेंगे जो उन्हें बोर्ड की बैठकों में शामिल होने से ग्राह्य होते हैं।

अध्याय-IV

सामान्य प्रावधान

7 लेखा : बोर्ड राष्ट्रीय बैंक द्वारा रखी जाने वाली आस्तियों, देयताओं, प्राप्तियों और भुगतान के संबंध में लेखा रखने की व्यवस्था करवायेगा।

8 वार्षिक लेखा : राष्ट्रीय बैंक का वार्षिक लेखा तैयार किया जाएगा तथा वह निम्नलिखित रूप में होगा—

(1) इसके साथ संलग्न अनुसूची "क" में निर्धारित फार्म में या उसके समनुरूप जैसी भी स्थिति हो, वर्ष का 30 जून का तुलन-पत्र।

(2) संदर्भानुसार, संलग्न अनुसूची "ख" या उससे मिलते-जुलते प्रकार के प्रारूप में विनिर्दिष्ट 30 जून को समाप्त होने वाले वर्ष के लिए सामन एवं हानि लेखा।

अनुसूची "क"

(तुलन पत्र का प्रारूप)

अनुसूची "ख"

(सामन एवं हानि लेखा का प्रारूप)

भनुद्वयी-क

[विनियम 8(1) देखें]

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

30 जून तक का सुलन-पत्र

पिछले वर्ष

देखताएँ

ए.

इ.

ए.

1. पूँजी
2. प्रारक्षित निधि और अन्य प्रारक्षित निधियाँ
 - (i) प्रारक्षित निधि
 - (ii) अनुसंधान और विकास निधि
 - (iii) अन्य प्रारक्षित निधियाँ
 - (iv) लाभ और हानि बेंका
3. राष्ट्रीय ग्रामीण क्षण (वीषकानीन प्रबंधन) निधि
4. राष्ट्रीय ग्रामीण क्षण (स्थिरीकरण) निधि
5. उपहार अनुदान, दान, उपकार
6. जमा राशियाँ
 - (i) केन्द्रीय सरकार
 - (ii) राज्य सरकार
 - (iii) अन्य
7. बाण्ड और डिवेलर
8. उधार :
 - (i) केन्द्रीय सरकार से
 - (ii) भारतीय रिजर्व बैंक से
 - (iii) अन्यों से ;

अ. भारत में

आ. भारत से बाहर

9. अवैधान देखताएँ और ग्रामधान :

परिसंबंधितों

1. नकदी और बैंक शेष
 - (i) हाथ में
 - (ii) भारतीय रिजर्व बैंक के थात
 - (iii) अन्यों के पास
 - अ. भारत में
 - आ. भारत से बाहर
2. निषेश
 - अ. सम्मूल्य ग्रामिय नोट, केन्द्रीय सरकार के स्टाक और प्रतिभूतियाँ (अंकित मूल्य और बाजार मूल्यों को विनिविष्ट करें)।
 - आ. अधिमूल्य संस्थाओं के सम्मूल्य लेयर और प्रतिभूतियाँ (अंकित मूल्य और बाजार मूल्य का जल्दी करें)

3. अप्रिय

क. पुनर्वित्त ऋण

- (i) उत्पादन और विपणन ऋण
- (ii) उत्पादन ऋण के लिए परिवर्तन ऋण
- (iii) कारीगरों, सभु उद्योगों आदि को दिए गए ऋणों की पुनर्व्यवस्था
- (iv) मध्यावधि निवेश ऋण नैर-योजनाबद्द ऋण
- (v) अन्य निवेश ऋण
 - (1) मध्यावधि और धीर्घावधि परियोजना ऋण
 - (2) धीर्घावधि गैर-योजनाबद्द ऋण

ख. सीधे ऋण

4. परिसर

समसूल्य

वर्ष के दौरान वृद्धियां

घटाएँ: मूल्य-हात

5. कर्त्तव्य और फिक्सेड

समसूल्य

वर्ष के दौरान वृद्धियां

घटाएँ: मूल्य हात

6. अन्य परिसंपत्तियां

- (1) उपचित व्याज
- (2) बांडों और डिब्बेंसरों के निर्गम पर कूट (समायोजित की जाने वाली)
- (3) जमा राशियां
- (4) फुटकर उक्तारकर्ता
- (5) वसूलीयोग्य सर्व

7. साम और हानि लेखा

अनुसूची ख

[देखें विनियमन 8(2)]

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

30 जून को समाप्त हुए वर्ष का साम-हानि का लेखा

र.

र.

पिछले वर्ष

र.

1. अवा किया गया व्याज
2. बेतन और भत्ते
3. कर्मचारी अधिवर्ष निधियों में अंतराल
4. निदेशकों, समिति के सदस्यों की बैठकों के संबंध में यात्रा और अन्य भत्ते
5. निदेशकों और समिति के सदस्यों की फीस
6. किराया, दरें, शीमा, उपकर विजली आदि।
7. यात्रा व्यय
8. मुद्रण और लेखन सामग्री

9. डाक तार और टेलीफोन
10. मरम्मत
11. लेखा परीक्षा फीस
12. विधि प्रभार
13. फुटकर व्यव
14. मूल्यहास
15. तुलन पत्र में ले जाया गया लाभ

जोड़ :

30 जून को समाप्त हुए वर्ष का लाभ-हानि लेखा

पिछले वर्ष

₹.

₹.

₹.

1. व्याज (प्राप्त)
2. बटा और कमीशन
3. अन्य प्राप्तियां
4. हानि, यवि कोई हो।

जोड़ :

**NATIONAL BANK FOR AGRICULTURE AND
RURAL DEVELOPMENT**

(Secretary's Department)

Bombay, the 6th February, 1985

National Bank for Agriculture and Rural Development (Additional) General Regulations, 1984.

S.O. 740.—In pursuance of sub-section (1) of Section 60 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the National Bank's Additional General Regulations, 1984, as approved by the Central Government after consultation with the Reserve Bank of India, are published hereunder.

[NB Secy. 144/C-4/84-85]

G VENKATANARAYANA, Secy.

**NATIONAL BANK FOR AGRICULTURE AND
RURAL DEVELOPMENT (ADDITIONAL) GENERAL
REGULATIONS, 1984**

In exercise of the powers conferred by sub-section (1) of section 60 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Board of Directors of the National Bank for Agriculture and Rural Development, with the previous approval of the Central Government and in consultation with the Reserve Bank of India, hereby makes the following regulations, namely :—

CHAPTER I

INTRODUCTORY

1. Short title and commencement.—(1) These regulations may be called the National Bank for Agriculture and Rural Development (Additional) General Regulations, 1984.

(2) They shall come into force on the date of their publication in the official Gazette.

2. Definitions.—In these regulations, unless the context otherwise requires,—

- (a) "Act" means the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981);
- (b) "Advisory Council" means the Advisory Council constituted under sub-section (1) of Section 14;
- (c) "Executive Committee" means the Executive Committee constituted under sub-section (1) of Section 13;
- (d) "section" means a section of the Act;
- (e) words and expressions used herein and not defined but defined in the Act shall have the meanings respectively assigned to them in the Act.

CHAPTER II

EXECUTIVE COMMITTEE AND MEETINGS THEREOF

3. Number of Directors of the Executive Committee and its functions.—(1) The Executive Committee shall consist of the Chairman, the Managing Director and the following other Directors to be nominated by the Chairman,—

- (a) one each from amongst the Directors appointed under clauses (b), (c), (d) and (e) of sub-section (1) of section 6; and
- (b) one of the whole time Directors, if any, appointed under sub-section (3) of section 6.

(2) Subject to the provisions of these regulations and such special or general directions as the Board may give from time to time, the Executive Committee shall have all the powers of the Board to transact the usual business of the National Bank except powers in relation to matters which are specifically reserved by the Act to the Board.

4. Meetings of the Executive Committee.—(1) The Chairman may call a meeting of the Executive Committee ordinarily once in two months at Bombay on such date and at

such time as he may specify and a notice of not less than ten clear days shall be given to the members of the Executive Committee to enable them to attend the meeting;

Provided that if the Chairman considers it necessary so to do, a meeting of the Executive Committee may be held at any other place in India.

(2) Where the Chairman considers it necessary to call an emergency meeting of the Executive Committee, a notice of not less than five clear days shall be given to the members of the Executive Committee to enable them to attend the meeting.

(3) President of the Meeting.—The Chairman, or, if for any reason he is unable to attend any meeting, any other member of the Executive Committee nominated by the Chairman in this behalf and in the absence of such nomination, any other member of the Executive Committee elected by the members present at the meeting, shall preside at the meeting of the said Committee.

(4) Quorum.—Three members of the Executive Committee, of whom one should be a Director appointed under clause (b) or clause (c) or clause (d) or clause (e) of sub-section (1) of section 6, shall form the quorum at its meetings.

(5) Save as otherwise provided in these regulations, the provisions of the Act and the National Bank for Agriculture and Rural Development General Regulations, 1982, so far as may be, shall apply to the meetings of the Executive Committee as they apply to the meetings of the Board.

(6) Proceedings of the Meetings.—Copy of the proceedings of each meeting of the Executive Committee shall be circulated for information to the Directors of the Board as soon as possible after the same are signed by the member presiding at that meeting or the next succeeding meeting.

CHAPTER III

MEETINGS OF THE ADVISORY COUNCIL

5. Meetings of the Advisory Council.—(1) The Chairman or in his absence the Managing Director may convene a meeting of the Advisory Council, ordinarily once in six months at the Head Office of the National Bank on such date and at such time as he may specify and a notice of not less than one clear fortnight shall be given to the members of the Advisory Council to enable them to attend the meeting.

(2) President of the Meeting.—The Chairman, or if for any reason he is unable to attend any meeting, any other

member of the Advisory Council nominated by the Chairman in this behalf, and in the absence of such nomination, any other member of the Advisory Council elected by the members present at the meeting, shall preside at the meeting of the Advisory Council.

(3) Quorum.—One-third of the members of the Advisory Council (any fraction being ignored) or five members, whichever is less shall form the quorum at its meetings.

6. Sitting fees and allowances for the members of the Advisory Council.—(1) Each member of the Advisory Council other than a Director or an Officer of the Government or of the Reserve Bank of India shall receive a fee of Rs. 200 for every meeting of the Advisory Council attended by him and shall be reimbursed travelling and halting expenses, if any, at such rates as the Board may, with the previous approval of the Central Government and in consultation with the Reserve Bank of India, specify from time to time.

(2) A member of the Advisory Council who is a Director (other than the Managing Director or a whole time Director) shall receive such fees and allowances as are admissible to him for attending a meeting of the Board.

(3) A member of the Advisory Council who is an officer of the Government or of the Reserve Bank of India shall receive such allowances as are admissible to him for attending a meeting of the Board.

CHAPTER IV

GENERAL PROVISIONS

7. Accounts.—The Board shall cause accounts to be kept of all the assets, liabilities and receipts and payments of the National Bank.

8. Annual Accounts.—The annual accounts of the National Bank shall be prepared and set out in,—

(1) a Balance Sheet as on 30th June of the year in the form specified in Schedule A annexed hereto or as near thereto as circumstances admit;

(2) a Profit and loss Account for the year ended 30th June in the form specified in Schedule B annexed hereto or as near thereto as circumstances admit;

SCHEDULE 'A'

(Form of the Balance Sheet)

SCHEDULE 'B'

(Form of Profit and Loss Account)

SCHEDULE A

₹

[See Regulation 8(1)]

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

BALANCE SHEET AS ON 30TH JUNE

Liabilities		Rs.	Rs.	Previous Year Rs.
1	2	3	4	5
1. CAPITAL				
2. RESERVE FUND AND OTHER RESERVES :				
(i) Reserve Fund				
(ii) Research and Development Fund				
(iii) Other Reserves				
(iv) Profit and Loss Account				
3. NATIONAL RURAL CREDIT (LONG TERM OPERATIONS) FUND				
4. NATIONAL RURAL CREDIT (STABILISATION) FUND				
5. GIFTS, GRANTS, DONATIONS AND BENEFACTIONS				
6. DEPOSITS				
(i) Central Government				
(ii) State Government				
(iii) Others				

1	2	3	4	5
7.	BONDS AND DEBENTURES :			
8.	BORROWINGS :			
	(i) From Central Government			
	(ii) From Reserve Bank of India			
	(iii) From others;			
	(a) In India			
	(b) Outside India			
9.	CURRENT LIABILITIES AND PROVISIONS :			

BALANCE SHEET AS ON 30TH JUNE

Assets	Rs.	Rs.	Previous Year Rs.
1	2	3	4
1. CASH AND BANK BALANCES			
(i) In Hand			
(ii) With Reserve Bank of India			
(iii) With others			
(a) In India			
(b) Outside India			
2. INVESTMENTS			
A. Promissory Notes, Stocks and Securities of the Central Government at cost (specify face value and market value)			
B. Shares and Securities of notified Institutions at cost (specify face value and market value).			
3. ADVANCES			
A. Refinance Loans			
(i) Production and Marketing Credit			
(ii) Conversion Loans for Production Credit			
(iii) Rescheduling of Loans to Artisans, small scale Industries, etc.			
(iv) Medium Term Investment Credit-Non Project Loans			
(v) Other Investment Credit			
(1) Medium Term and Long Term Project Loans			
(2) Long Term Non-Project Loans			
B. Direct Loans			
4. PREMISES			
At cost			
Additions during the year			
Less : Depreciation			
5. FURNITURE AND FIXTURES			
At cost			
Additions during the year			
Less : Depreciation			
6. OTHER ASSETS :			
(1) Accrued Interest			
(2) Discount on Issue of Bonds and Debentures (to be adjusted)			
(3) Deposits			
(4) Sundry debtors			
(5) Expenditure Recoverable			
7. PROFIT AND LOSS ACCOUNT			

SCHEDULE B

[See Regulation 8(2)]

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 30TH JUNE

	Rs.	Rs.	Previous Year Rs.
	2	3	4
1. Interest Paid			
2. Salaries and Allowances			
3. Contribution to Staff superannuation Funds			
4. Travelling and other Allowances in connection with Directors' Committee Members' Meetings.			
5. Directors' and Committee Members' Fees			
6. Rent, Rates, Insurance Lighting, etc.			
7. Travelling Expenses			
8. Printing and Stationery			
9. Postage, Telegrams and Telephones			
10. Repairs			
11. Auditor's Fees			
12. Legal Charges			
13. Miscellaneous expenses			
14. Depreciation			
15. Profit carried to Balance Sheet			
TOTAL			

PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 30TH JUNE

	Rs.	Rs.	Previous Year Rs.
	2	3	4
1. Interest (Received)			
2. Discount and Commission			
3. Other Receipts			
4. Loss, if any			
TOTAL			

ग्रामीण विकास मंत्रालय

नई दिल्ली, 21 जनवरी, 1985

शुद्धिपत्र

का०आ० 741.—भारत के राजपत्र भाग 2 खंड 3, उपखंड (ii), तारीख 17-12-1983 के पृष्ठ संख्या 4852 से 4853 पर भारत सरकार के ग्रामीण विकास मंत्रालय की अधिसूचना का०आ० सं० 4526 के अधीन प्रकाशित धनिया श्रेणीकरण और चिह्नांकन (संशोधन) नियम 1983 में—

1. नियम 2 में, —

(i) उप-नियम (क) में “नुकसान” शब्द के स्थान पर “भत्तिग्रस्त” शब्द पढ़ें;

(ii) उप-नियम (ग) में “काले किए हुए बीज” शब्दों के स्थान पर “काले हए बीज” शब्द पढ़ें।

[सं० 10-4/82-एम I]

बी०के० बजाज, ध्वनि विभाग

ग्रामीण पुनर्निर्माण मंत्रालय

नई दिल्ली, 7 फरवरी, 1985

का.आ. 742.—सौंफ (साबूत और पिसी हुई), मेथी (साबूत और पिसी हुई) और अजवायन बीज (साबूत) श्रेणीकरण और चिह्नान नियम, 1967 का और संशोधन करने के लिए नियमों का निम्नलिखित प्रारूप, जिसे केन्द्रीय सरकार, कृषि उपज (श्रेणीकरण और चिह्नांकन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बनाना चाहती है, उक्त धारा की अपेक्षानुसार ऐसे सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जाता है, जिनके उससे प्रभावित होने की संभावना है। इसके द्वारा यह सूचनां दी जाती है कि उक्त प्रारूप पर उस राजपत्र जिसमें यह अधिसूचना प्रकाशित की जाती है, की प्रतियों जमता की उपलब्ध कराएं जाने की तारीख से पैंतीसीस दिन के पश्चात विचार किया जाएगा।

ऐसे आक्षेपों या सुझाओं पर जो इस प्रकार विनिर्दिष्ट अवधि की समाप्ति से पहले उक्त प्रारूप नियमों की बाबत किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी।

प्रारूप नियम

1. इन नियमों का संक्षिप्त नाम सौफ़ (साबुत और पिसी हुई), मैथी (साबुत और पिसी हुई) और अजवायन बीज (साबुत) श्रेणीकरण और चिह्नन (संशोधन) नियम, 1984 है।

2. सौफ़ (साबुत और पिसी हुई) मैथी (साबुत और पिसी हुई) और अजवायन बीज (साबुत) श्रेणीकरण और चिह्नन नियम, 1987 में (1) अनुसूची 11 के स्थान पर निम्नलिखित अनुसूची रखी जाएगी, अर्थात्:—

अनुसूची

(नियम 3 और 4 देखिए)

सौफ़ बीज (सौफ़) का श्रेणी अभिधान और उसकी क्षालिटी की परिभाषा

श्रेणी अभिधान	विशेष अपेक्षाएँ	साधारण अपेक्षा			
1	2	3	4	5	6
विशेष	1.75	1.50	4.00	10.0	सौफ़ बीज़ :
अच्छा	2.75	4.00	8.00	10.0	(क) वनस्पति शास्त्र में केमिकलम
मध्यम	4.75	6.00*	12.00	10.0	बलगेमर मिल के नाम से शात् फौव के सूखे हुए परिपक्व बीज होंगे;
				6	(ख) दृश्य फफूंदी, जीवित कीटों किसी हानिकारक विजातीय पदार्थ और दुर्गम्भ से मुक्त होंगे ;
				7	(ग) साधारणतः किस्म/प्रकार के लक्षण अकार के सामान आकार, रूप, रंग-स्वाद और सुखास के अनुरूप होंगे ।

*इस शर्त के अधीन रहते हुए कि कीट द्वारा छेदे गए बीज (भार के आधार पर) 5 प्रतिशत से अधिक नहीं होंगे।

परिभाषा :

1. "बाह्य पदार्थ", से धूल, गन्दगी, पत्थर, मिट्टी, भूसी, तने, टहनी, तिनकों अन्य बीज या कोई अन्य विजातीय पदार्थ अभिशेष है।
2. "काले पड़े बीज" वे बीज होते हैं, जो काले पड़े हुए हैं, इससे उनकी क्षालिटी पर तात्पर्य रूप से प्रभाव पड़ता है।
3. "कीट-द्वारा छेदे गए बीज" वे बीज हैं जो धून या अन्य कीटों द्वारा भागतः या पूर्णतः छेदे गए या खाये गए हैं।
4. "सिकुड़े हुए और अपरिपक्व बीज" वे हैं जो समुचित रूप से विकसित नहीं हुए हैं।

(ii) अनुसूची 4 में—

(क) सारणी के स्तम्भ 3 के शीर्षक में आने वाले क्षत पंच का लोप किया जाएगा।

(ख) “क्षत और काले बड़े बीज” की परिभाषा के स्थान पर निम्नलिखित परिभाषा रखे जाएगी, अर्थात् :

“काले पड़े बीज” वे बीज हैं जो काले पड़े हुए हैं, इससे उनकी क्वालिटी पर तात्त्विक रूप से प्रभाव पड़ता है।

टिप्पणी : (1) पूल नियम, जी.डी.आई. के का.आ. 249 तारीख 20-1-68 के अधीन प्रकाशित किए गए।

(2) पूर्वोक्त नियमों का पहला संशोधन, जी.डी.आई. के का.आ. 3758 तारीख 16-10-71 के अधीन प्रकाशित किया गया।

[का.सं. 10-1/83-एम. I]
अनुल सिन्हा, निदेशक (विषय)

MINISTRY OF RURAL DEVELOPMENT

New Delhi, the 7th February, 1985

Any objections or suggestions received from any person with respect to the said draft rules, before the expiry of the period so specified, will be considered by the Central Government.

DRAFT RULES

- These rules may be called the Fennel (whole and ground), Fenugreek (whole and ground) and Celery seeds (whole) Grading and Marking (Amendment) Rules, 1985.
- In the Fennel (whole and ground), Fenugreek (whole and ground) and Celery Seeds (whole) Grading and Marking Rules, 1967,—
 - for Schedule II, the following schedule shall be substituted, namely:—

“SCHEDULE II

(See rules 3 and 4)

Grade designation and definition of quality of Fennel Seeds (Saunf)

Grade designation	Special requirements				General requirements
	Extraneous matter (percentage by weight maximum)	Blackened and Insect bored seeds (percentage by weight maximum)	Shrivelled and immature seeds (percentage by weight maximum)	Moisture (percentage by weight maximum)	
1	2	3	4	5	6
Special	1.75	1.50	4.00	10.00	Fennel Seeds shall :—
Good	2.75	4.00	8.00	10.00	(a) be the dried mature seeds of the plant botanically known as <i>Foeniculum vulgare</i> , Mill;
Fair	4.75	6.00*	12.00	10.00	(b) be free from visible mould, live insects, any harmful foreign matter and nasty odour;
					(c) generally conform to the characteristic, size, shape, colour, taste and aroma of the variety/type.

*Subject to the condition that “Insect bored Seeds” shall not exceed 5 percent (by weight)

Definitions : 1. “Extraneous matter” means dust, dirt, stone, earth, chaff, stalks, stems, straw, other seeds or any other foreign matter.

2. “Blackened seeds” are those seeds which are blackened materially affecting the quality.

3. “Insect bored seeds” are those seeds which are partially or wholly bored or eaten by weevils or other insects.

4. “Shrivelled and immature seeds” are those seeds which are not properly developed.

(ii) in Schedule IV,

(a) the word "Damaged" appearing in the heading of column 3 of the table, shall be deleted;

(b) for the definition of "Damaged and blackened Seeds", the following definition shall be substituted, namely:—

"Blackened Seeds" are those seeds which are blackened materially affecting the quality."

Note.—(1) Principle rules published vide S.O. 249 of Gazette of India dated 20th January, 1968.

(2) 1st amendment to aforesaid rules published vide S.O. 3758 of Government of India, dated 16th October, 1971.

[No. F. 10-1/83-M. II]

ATUL SINHA, Director (Marketing)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 11 फरवरी, 1985

का. आ. 743:—चलचित्र (प्रमाणन) नियम, 1983 के नियम 9 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (2) द्वारा प्रदत्त शर्कारी का प्रयोग करते हुए, केन्द्रीय मरकार श्री भास्कर चटर्जी आई. ए. एस. (उडीसा-75) को 6-2-1985 के पूर्वाह्न से अगले आदेश तक, उस बेतन पर जो भारत सरकार के उप सचिव का है, प्रादेशिक अधिकारी, केन्द्रीय फिल्म प्रमाणन बोर्ड कलकत्ता के पद पर स्थानापन्न रूप से नियुक्त करती है।

[फाइल संख्या 802/27/82-एफ (सी)]

के. एस. वेंकटरामन, अवर सचिव

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 11th February, 1985

S.O. 743.—In exercise of the powers conferred by sub-section (2) of section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rule 9 of the Cinematograph (Certification) Rules 1983, the Central Government is pleased to appoint Shri Bhaskar Chatterjee, JAS (OR: 75), on pay as for Deputy Secretary to the Government of India, to officiate as Regional Officer, Central Board of Film Certification, Calcutta on deputation basis with effect from 6-2-1985 F.N. until further orders.

[F. No. 802/27/82-F(C)]

K. S. VENKATARAMAN, Under Secy.

संचार मंत्रालय

(आक तार बोर्ड)

नई दिल्ली, 16 फरवरी, 1985

का. आ. 744.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1980 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने जसदान टेलीफोन केन्द्र में दिनांक 1-3-1985 से प्रमाणित दर प्रणाली लागू करने का निष्ठय किया है।

[संख्या 5-11/84-पी.एच.बी.]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 16th February, 1985

S.O. 744.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1985 as the date on which the Measured Rate System will be introduced in Jasdan Telephone Exchange Gujarat Circle.

[No. 5-11/84-PHB]

का.आ. 745.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1980 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने तानूर/कल्पकन्तेरि/कुट्टिपुरम/मंगलम/वालान्धरि/निरुनावाया/टेलीफोन केन्द्र में दिनांक 1-3-1985 से प्रमाणित दर प्रणाली लागू करने का निष्ठय किया है।

[संख्या 5-9/84-पी.एच.बी.]

ब्रजरामसिंह, सहायक महानिदेशक (पी.एच.बी.)

S.O. 745.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1985 as the date on which the Measured Rate System will be introduced in Tanur/Kalpancherry/Kuttipuram/Mangalam/Vaancherry/Tironavaya Telephone Exchanges Kerala Circle.

[No. 5-9/84-PHB]

B. R. SINGH, Asstt. Director General (PHB)

स्थायी और नामांकित पूर्ति मंत्रालय

(खात्र विभाग)

नई दिल्ली, 5 फरवरी, 1985

का. आ. 746.—इस विभाग के आदेश संख्या 52/2/68 (ई०जे००)/एफ सी तीन खण्ड 4 दिनांक 7-8-1974 में निम्नलिखित शुद्धियां की जाएं:—

स्थानान्तरण आदेश	को जाने वाली मुद्रि
में क्रम संख्या	

1622 ऐ

कालम 2 में "गोविन्दा नाथ मीसरा" के स्थान पर "रबीन्द्र नाथ मित्रा"

[सं. 52/2/68/82 (ई०जे००)/एफ०सी० 3]

एस० के० स्वामी, अध्यक्ष सचिव

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Food)

New Delhi, the 5th February, 1985

S.O. 746.—In this department's order No-52/21/68 (EZ)/1 FCIII Vol. IV dated 7-8-1974 the following correction shall be carried out

Sl. No. in the
transfer order

Correction to be carried out

1622A

For the words "Gobindo Nath Mitra" in column 2 read, "RABINDRA NATH MITRA".

[No. 52/2/68-82 (EZ)/FCIII]

S. K. SWAMI, Under Secy.

(नागरिक पूर्ति विभाग)

भारतीय मानक संस्था

नई विश्लेषी, 30 जनवरी, 1985

का० धा० 747:—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम 1955 के विनियम 8 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन 67 लाइसेंसों के विवरण भीजे अनमूली में दिये गये हैं, वे लाइसेंसधारियों को मानक सम्बन्धी मुहर लगाने का अधिकार देते हुए अगस्त 1981 में स्वीकृत किये गये हैं ।—

अनुसूची

क्रम सं०	लाइसेंस संख्या (सी एम/एल—)	वैधना की प्रवधि से तक	लाइसेंसधारी का नाम और पता	लाइसेंस के अधीन वस्तु/प्रक्रिया और सम्बद्ध : पदानाम	
(1)	(2)	(3)	(4)	(5)	(6)
1.	सी एम/एल-0986274 1981-08-04	81-08-16	82-08-15 अपटूटेट इंडस्ट्रीज, निकट मंगल विकास सोमार्थी नृसिंह मन्दिर, वानी लिमदा, अहमदाबाद- 380028(गुजरात)	मोहर बंद करने का लाभ, वर्ग 1— IS : 868—1956	
2.	सी एम/एल-0986375 1981-08-04	81-08-16	82-08-15 पासासर डिस्ट्रिलरी लिं०, चितवाडी-583211, होमपेट, जिला बेलारी (कनाटक)	परिणोदित स्परिट, वर्ग 1 (एसिटोन बनाने के अलावा) वर्ग 2— IS : 323—1959	
3.	सी एम/एल-0986476 1981-08-04	81-08-16	82-08-15 पाहन कैमिकल्स लिं०, 10, इंडस्ट्रियल काम्प्लेक्स बांडी बाह्यण अमूल तवी (ज और का)	बरोजा (गोंद रोजिन), किस्म .पीला, मध्यम गहरा— IS : 553—1969	
4.	सी एम/एल-0986577 1981-08-04	81-08-16	82-08-15 दी सार्टिफिक इन्स्टीटीयूट ऑफ एंजीनियरिंग, रोड, गुंटूर-522001	एडोसाल्कान 35% पायमनीय सान्द्र, IS : 4323—1967	
5.	सी एम/एल-0986678 1981-08-06	81-08-16	82-08-15 गंगबाल इंडस्ट्रीज, फालके का बाजार, लक्कड़, खालियर-474001	शीस बेलिंग खील की धावरे, पट्टी और पत्ती— IS : 410—1977	
6.	सी एम/एल-0986779 1981-08-10	81-08-16	82-08-15 सुपर इंडस्ट्रीज, सी-1/289, जी भाई दी सी इंस्टेट, नरोडा-382330(गुजरात)	मिथाइल पैराथियोनधूलन पाउडर— IS : 8960—1978	
7.	सी एम/एल-0986880 1981-08-10	81-08-16	82-08-15 सेंडेज स्पीज़र कैमिश फैब्रिक, 6 पांचाल इंडस्ट्रियल इस्टेट, गोहवेक, भयन्दर(पूर्व) जिला ठाणे(महाराष्ट्र)	नाइट्रिक अम्ल विशेषी अभिकर्मक एवं शुद्ध वर्ग— IS : 264—1976	
8.	सी एम/एल-0986981 1981-08-10	81-08-16	82-08-15	”	नमक का तेजाव, विशेषी अभिकर्मक एवं शुद्ध वर्ग— IS : 265—1976
9.	सी एम/एल-0987074 1981-08-10	81-08-16	82-08-15	”	गल्धक शिखित अम्ल, विशेषी अभिकर्मक एवं शुद्ध वर्ग— IS : 266—1977
10.	सी एम/एल-0987175 1981-08-10	81-08-16	82-08-15	”	ऐसीटिक अम्ल विशेषी अभिकर्मक एवं शुद्ध वर्ग— IS : 695—1975
11.	सीएम/एल-0987276 1981-08-10	81-08-16	82-08-15 मधुमूदन सेरेपिक्स, (प्र० मधुमूदन बैंगिटेल प्राइवेट लिं०), 9 जी भाई दी सी इंस्टेट, कादी-382715 जिला भेहसाणा—	फलक की टैकियों (वाल्वरहित साइक्ल बाली फिटिंगों सहित नीचे लगने बाली साइज 12.5/10 लीटर धमता बाली (कालाम भीनी की) IS : 774—1971	
12.	सी एम/एल-0987377 1981-08-10	81-08-16	82-08-15 भारत स्टील कं०, टिंगरा बुगरीजन रोड, डाकघर तिम्बुखिया (प्रसम)	संरचना इस्पात (मानक किस्म)— IS : 226—1976	
13.	सी एम/एल-0987476 1981-08-12	81-09-01	82-08-31 शिश्वल (इंडिया) प्रा०लि०, 4 धर्मतला रोड, डाकघर बैलूरमठ, जिला हावड़ा (प०बंगाल) (कार्यालय, महाराष्ट्र मामुजी स्ट्रीट, डाकघर लिलह, जिला हावड़ा(प०बं०)	तिरोपरि विद्युत लाइनों के सिये तलिका का इस्पात के बाघे टाइप लोडल— IS : 2713(भाग-I एण्ड II) —1980	

(1)	(2)	(3)	(4)	(5)	(6)
14. सी एम/एल-0987579 1981-08-12	81-08-16	82-08-15	मोदी स्टील्स (प्रौद्योगिकी संस्था) नगर-201204, जिला गाजियाबाद (उम्प्र०)	मशीन के पेंच बनाने के लिये शीत कठोरीकरण प्रक्रिया द्वारा तार की छड़ के उत्पादन से इस्पात की बिलेट हुगर— IS . 8057—1976	
15. सी एम/एल-0987680 1981-08-13	81-09-10	82-08-31	रेलिस इंडिया लि०, (टाटा फिल्म पर्सीसाइट फारमलेशन यूनिट), 431, पुचपारतडी ग्राम, बालराजेश्वर रोड, बापले इंडस्ट्रियल इस्टेट डाकघर, यांने-400004	टी बी टी धूलन पाउडर— IS : 564—1975	
16. सी एम/एल-0987781 1981-08-18	81-08-16	82-08-15	दी प्रैट ओयसिस एन्ट्रोप्राइजिज प्रा०लि०, ज्ला० म० बी 13, स्ट्रीट 21, एम आई डी सी मरोल. अन्धेरी इस्ट, बम्हई-400093	विस्कुट, किस्म . एलकोज— IS . 1011—1968	
17. सी एम/एल-0987882 1981-08-18	81-09-01	82-08-31	प्रादर्श स्टील्स प्रा०लि०, इंडस्ट्रियल इस्टेट, बम्बाघाट, सोलन (हिंप्र०)	संरचना इस्पात (मानक किस्म)— IS : 226—1975	
18. सी एम/एल-0987983 1981-08-18	81-09-01	82-08-31	—वाही—	क्रीट प्रबलन के लिये ठंडी युक्त इस्पात की उच्च शक्ति वाली विहृत सरिया— IS . 1786—1979	
19. सी एम/एल-0988078 1981-08-18	81-09-01	82-08-31	यूताइड इंडस्ट्रीज (रजि०) 224, दादा कालोनी, इंडस्ट्रियल एरिया, जालन्धर	निम्नलिखित प्रकार/साइजों की शात- बर्ध्ये छलवां सोहे की पाइप फिटिंग (1) एसोए साइज नाम 2 तक (IS : 1879 का भाग II) (2) टी बी 1 साइज नाम 2 तक (IS : 1879 का भाग III) (3) साकेट एस 2 साइज नाम 2 तक (IS : 1879 का भाग 4) (4) यूनियन पू. 1 साइज नाम 2 तक (IS : 1879 का भाग X) IS : 1879—1975	
20. सी एम/एल-0988177 1981-08-18	81-09-01	82-08-31	एम०पी० यूनाइटेड केमिकल्स एण्ड पर्सीसाइट्स लि०, 53—54, इंडस्ट्रियल एरिया, मंडीदीप, जिला रायगंग (म०प्र०) (कार्यालय . फै-1/23, एरिया कालोनी भोपाल)	मालाधियोन, तकनीकी— IS : 1832—1975	
* 1 सी एम/एल-0988278 1981-08-19	81-09-01	82-08-31	देवीवयाल सैल्स प्रा०लि०, 50/ए, जी आई डी सी इस्टेट, कलोल-389330, जिला पंचमहल (गजरात)	मोमोकाटोकास डब्ल्यू एस सी IS : 8074—1976	
22. सी एम/एल-0988379 1981-08-19	81-09-01	82-08-31	पेनटैक्स इंजीनियरिंग प्रा०लि०, भारत बेसेट कम्पाउंड, सफेद पूल, कुरुक्षेत्र बंडोरी रोड, बम्हई-400072	प्रवित पैट्रोलियम गैस द्वारा प्रदूषित चरेस चूल्हे— IS : 4228—1978	
23. सी एम/एल-0988480 1981-08-19	81-09-01	82-08-31	बी मंजुगाथ पुलवराइजर्स प्रा०लि०, 62, इंडस्ट्रियल सर्करी, यशवन्तपुरा, बंगलोर-560022 (कार्यालय . सादुवाली बिल्डिंग, एन०प्लार० रोड, बंगलोर-560022)	एचोसल्फान , ई सी— IS : 4323—1967	
24. सी एम/एल-0988581 1981-08-19	81-09-01	82-08-31	—वाही—	मालाधियोन , ई सी— IS : 2567—1978	
25. सी एम/एल-0988682 1981-08-19	81-09-01	82-08-31	किलोपेस्ट प्रा. लि० 7-सी, इंडस्ट्रियल एरिया गोविन्दपुरा, भोपाल-462023 (म.प्र.)	कार्बोरेल, डब्ल्यू डी.पी.सी— IS : 7121—1978	

(1)	(2)	(3)	(4)	(5)	(6)
26. सी एम/एल-0988783 1981-08-19	81-09-01	82-08-31	लोटम ईंडप्रेस, प्राम बिगडिंग निकट सो, टी. आई. डाकघर नेताजी गड, हावडा (गोवं) कायांलिय: 157 नेताजी मुमांस रोड, तीपारी मंजिल, कमरा नं. 183, कनकता-700001	प्रेराफित मोम टाइप 3— IS: 4654-1974	
27. सी एम/एल-0988884 1981-08-19	81-09-01	82-08-31	पी. नी. जैन, 29/ए.ट 11 कोलीपुर रोड, प्रेराफित मोम, टाइप 3— कनकता-700092 (प.व.), (कायांलिय: छठी मंजिल, निवृष्ट हाउस, 11 आर.एन. मुकर्जी रोड, कलबत्ता-700001 (प. बंगाल)		IS: 4654-1974
28. सी एम/एल-0988985 1981-08-19	81-09-01	82-08-31	शोट्स प्रिस्टोमाइड्स, मादरी-306702 पाली (राजस्थान)	डी.ओ.टी. ई. सी— IS: 633-1975	
29. सी.एम./एल-0989078 1981-08-19	81-09-01	82-08-31	भारत मिनरल एंड एक्मिकल इंडस्ट्रीज, 1 ओल्ड इंडस्ट्रियल एरिया, अनंतर-301001 (राजस्थान)	बी.ए.व. सी. (एव. सी. एव.) डल्पू. ही. पी.सी.— IS: 562-1978	
30. सी.एम./एल-0989179 1981-08-19	81-09-01	82-08-31	यू.पी. सैमिनेटर्स प्रा. लि., 117/354 जी टी. गोड, गुजरात डाकघर कानपुर, विष्णविनायक कानपुर (उ. प्र.)	खाद भरते के लिये पटसन के बोरे भाग II परतदार बोरे, 380 माम/मी. 2 से बने; 68×39 लिंगायत के कारडे के— IS: 7406—भाग II—1980	
31. सो.एम./एस-0989280 1981-08-19	81-09-01	82-08-31	गवर्नमेंट रेल फैक्ट्री, डाकघर कीयरीपराई (बरास्ता) मागरकोइल, जिला कमाकुमारी (तमिलनाडु)	अमोनिया रक्षित, सान्ध प्राकृतिक रेल स्टैकिंग मेड एव. ए— IS: 5430-1969	
32. सी.एम. एस-0989381	81-09-01	82-08-31	सेरा इंडस्ट्रीज, यूनिट नं. 61, मिस्ट्री इंडस्ट्रियल कम्प्लेक्स, एम. आई. डी.सी. क्रास रोड "ए" अन्धेरी, वर्क्स-400093।	बिजली के सामान के लिये ज्वालारीधी लोन— सी.एम. आर. एस.	
			कम संख्या पदार्थ	परीक्षण रिपोर्ट रेका चित्र संख्या एवं तिथि	
			1. ज्वालारोधी संधि पेटी कैट स. एन आई/जी.सी/401 2. ज्वालारोधी संधि पेटी, कैट म. एस. आई. /जी.सी/402 3. ज्वालारोधी संधि पे १, कैट सं. एस आई/जी.सी/403 4. ज्वालारोधी बेलरतास किटिंग, कैट सं. एस आई/डी. 501	सी/1/1/1022 तिथि 26-8-80 सी/1/1/1025 29-8-80 सी 1/1/1028 तिथि 23-8-80 सी/1/1/1026 तिथि 28-8-80	एस आई/सी-1016 एस आई/सी-1017 एस आई/सी-1018 एस आई/सी-1019 एस आई/सी-1020 एस आई/सी-1021 एस आई/डी-1029 एस आई/डी-1030 एस आई/डी-1031 एस आई/डी-1032 एस आई/ए-1033 एस आई/ए-1034 IS: 2148-1988
33. सी एम/एल-0989482 1981-08-21	81-09-01	82-08-31	बोसला स्टील इंडस्ट्रीज गमारिया, जमशेदपुर-831010 (कायांलिय 76, पेनार रोड साफ्टी, जमशेदपुर)	फंकोट प्रबलन के लिये छंडी मुझी इस्तात उच्च शक्ति वाली शिहत सरिया— IS: 1786-1970	
34. सी एम/एल-0989583	81-09-01	82-08-31	बंगल मेटल इंडस्ट्रीज, 58/2, गोकुणला रोड, निषुह, हावडा	फंकोट प्रबलन के लिये छंडी मुझी इस्तात की उच्च शक्ति वाली शिहत सरिया— IS: 1786-1970	

(1)	(2)	(3)	(4)	(5)	(6)
35. सी एम/एल-0989684 1981-08-21	81-09-01	82-08-31	रोहतास री-नोलिंग मिल्स इंडस्ट्रियल एरिया ‘डॉरी-आन-सोन’ रोहताम-821307 (बिहार)।	संरचना इस्पात (माध्यारंग किस्म)- IS : 1977-1975	
36. सी एम/एल-0989785 1981-08-24	81-09-01	82-08-31	एस को सेल्स एंजेन्सीज., बी-70, बजीरपुर इंडस्ट्रियल एरिया, बेहूली-110052	अंग्रेजी टट्टी के लिये प्लास्टिक की सीट और बैकने, ठीस एवं प्रिपीदार कल्पना लगाने की युक्ति वाले टाईप-ए— IS : 2548-1967.	
37. सी एम/एल-0989886 1981-08-24	81-09-01	82-04-31	विनल एंस्टरप्राइजिल लिंग, 64 इंडस्ट्रियल एरिया, उमवेरगम (गुजरात)।	बुद्धकीय टेप' इनि रिकार्ड करने और दुवारा लगाने के, घरेलू एवं व्यवसायिक घेंड— IS : 4480 (भाग 1—1967	
38. सी एम/एल-989987 1981-08-26	81-09-16	82-09-15	आम्ब मील कारपोरेशन लिंग, मलकापुरम विशाखापट्टनम-530011	उमकीली छड़ बनाने के लिये गम बेलिंग सरिया— IS : 7283-1974	
39. सी एम/एल-0990003 1981-08-27	81-09-16	82-09-15	रत्न साल सूरजमल आठो इंडस्ट्रीज, ग्राम जारोर, डाकघर नुमकुम, रांची (बिहार)	परतीवार कमानी संयोजन ग्रोर पृष्ठक परियां— IS : 1135—1973	
40. सी एम/एल-990164 1981-08-17	81-09-16	82-09-15	प्रोवेंसिल इंडस्ट्रीज, 10, पुहराम इस्टेट, सीराल्ड कोल्ड स्टोरेज के सामने गोदाल रोड, गोदाल 360002 (गुजरात)।	निम्नलिखित वर्ग के उद्देश्य, एकांतित इर, जल शीतित, चार रट्टोक बाले डीजल इंजन :	
			(गुजरात) निर्गत	गति	
			गति नियंत्रक श्रेणी "श्री,,	5. 88 के डल्लू (बी एच पी 850 आर पी एम एस एफसी 309 जी/केडल्लू/एच 227 जी/बी एच पी/ एच	
				IS : 1601-1960	
41. सी एम/एल-0990265 1981-08-27	81-09-16	82-09-15	स्वालिंक लेनिकल इंस्ट्रीज' प्लाट स० ई-109' एम आईडी० सी० इस्टेट' नारापुर इंडस्ट्रियल लायसर (प० रेलवे महाराष्ट्र) कार्यालय: 602 'सूरज अपार्टमेंट' ए म एल. हार्ट स्कूल के सामने एस बी। रोड' मलाद (नवीन्यम)" बम्बई-400064)	कोलतारी साथ रंगों का बनाना IS : 5346-1975	
42. सी एम/एल-0990368 1981-08-27	81-09-16	82-09-15	एम० एम० रबड क० लिंग ए-108/109 इंडस्ट्रियल इस्टेट राजाजी मगर' बंगलोर-560044 (कर्नाटक)	लैटेक्स ज्ञान के रबड उत्पाद' कोड टाइप घेंड ए से एच— IS : 1741-1960	
43. सी एम/एल-0990467 1981-08-27	81-09-16	82-09-16	ईविन पेस्ट कंट्रोल क०, प्लाट सं-1-ए' सेक्टर ‘बी,, गोविन्दपुरा इंडस्ट्रियल एरिया' भोपाल-462023	बी एच. सी (एच सी एच) उम्लू डी पी सी -- IS : 562-1978	
44. सी एम/एल-0990568 1981-08-27	81-09-16	82-09-15	कुमार आर्ट्स एण्ड स्टील (प्रा०) लि बू रोड' गोहाटी' गोहाटी जिला कामरुप' असम (कार्यालय: 15/ए' एवरेस्ट बिल्डिंग' 46/सी बौरंगी रोड, कसकसा-700071	कंपोट प्रबलन के लिए इडा मूँडी इस्तात की उच्च शक्ति वाली विहृत सैरैन— IS : 1796-1979	
45. सी एम/एल-0990669 1981-08-27	81-09-16	82-09-15	प्रकृत बैट्री, इंडस्ट्रीज, नेताजी सुभाष सेन, बदा बाजार, सम्बलपुर-768093 (कार्यालय : मोदीपुर, सम्बलपुर-768003 (उडीचा)	विशेष बैटरियों को छोड़कर मोटर बाहरों के लिये सीसा ग्राम संग्रामी बैटरियो— IS : 7372—1974	

(1)	(2)	(3)	(4)	(5)	(6)
46. सी एम/एल-0990770 1981-08-27	81-09-16	82-09-16	इंडिस्ट्रियल कैबल्स (इंडिया) सिं., इंडिस्ट्रियल एरिया, राजमुरा (पंजाब)	100 बोल्ट से व्याधिक बोल्टता के लिये मोटर बाहरों में प्रयोग हेतु इलेक्ट्रिक काम के लिये बोल्ट IS. 2465—1969	
47. सी एम/एल-0990871 1981-08-27	81-09-16	82-09-15	सबकुम टेक्सटाइल्स, 39 भवतसागर कालोमी, नेहरू पार्क, जोधपुर-342003	शिरोपरि प्रेषण कार्यों के लिये जस्तीकृत इस्पात प्रबन्धित एलुमिनियम के लड्डावार चालक एवं एलुमिनियम चालक— IS. 398 (भाग I एवं II)— 1978	
48. सी एम/एल-0990972 1981-08-27	81-09-16	82-09-15	द्रावमक्सोर केमिकल एंड मोम्पॉर्फस्ट्रिंग कॉ. लिं., टी. एस. नं. 734, एस. ब्ल्यू. नं. 3, जतसुकन्त रोड, पोलांगी (तमिलनाडु)	सी औं सी इल्यू डि सी सी की रीपैकिंग IS. 1507—1977	
49. सी एम/एल-0991065 1981-08-27	81-09-16	82-09-15	कृषि रसायन (बिहार), लार्ज इंडस्ट्रियल एरिया, बेला इंडस्ट्रियल इस्टेट, भार के भाग्यम, मुजफ्फर नगर (बिहार)	मालायियांत विसर्जनीय चूर्ण— IS. 2568—1978	
50. सी एम/एल-099166 1981-08-28	81-09-16	82-09-15	श्रीनिवास डोमेस्टिक एलाइनेस, 10, सेंकिंज किंवेट पार्क रोड, गाम्बीनगर, अड्डायार मद्रास-600020 (तमिलनाडु)	द्रवित पेट्रोलियम गैस द्वारा उत्तर चूहे— IS. 4246—1984	
51. सी एम/एल-0991267 1981-08-28	81-09-16	82-09-15	परफैक्ट इंजीनियरिंग कार्पोरेशन, एल-115, एल-116, जी. आई. डी. सी. इस्टेट, ऊधव रोड, अहमदाबाद (गुजरात)	फलैट एवं फलैट पेंच IS. 2699—1964	
52. सी एम/एल-0991369 1981-08-28	81-09-16	82-09-15	भारत पल्कराइजिंग मिल्स प्रा. लि. इंडिस्ट्रियल इस्टेट, गोडांग (पूर्व), बम्बई-400063 (महाराष्ट्र) (कार्यालय श्रीकेतन, 14 ब्यूस्ट रोड, बम्बई-400020)	कार्बोनडाइम ड्रॉप्यू डी औं सी की रीपैकिंग— IS. 8446—1977	
53. सी एम/एल-0991069 1981-08-28	81-09-16	82-09-15	ट्रेंड वायर्ज, हंडस्ट्रायल कम्प्लेक्स, बाईंग भूमि, जम्मू (जे ग्रीन के)	सामान्य इंजीनियरी कार्यों के लिये मदु इस्पात के काले तार तापामु- शीतित— IS. 280—1978	
54. सी एम/एल-0991570 1981-08-28	81-09-16	82-09-15	जैन स्टील इंडस्ट्रीज, जी. टी. रोड, मंडी गोविंदगढ़ (पंजाब)	कंकीट प्रबलन के लिये बड़ी मंडी इस्पात की उच्च शक्ति धाली विहत सरिया— IS. 1786—1979	
55. सी एम/एल-0991671 1981-08-28	81-09-16	82-09-15	हरियाणा एमरीटर इंडस्ट्रीज, 98 द्वारकापुरी, मुजफ्फरनगर-251002 (उ.प्र.)	चिकित्सीय तापमापी, ठोस स्टंप प्रकार का— IS. 3055 (भाग 1)—1977	
56. सी एम/एल-0991772 1981-08-28	81-09-16	82-09-15	राजस्थान कोआपरेटिव डेरी फैडरेशन (यूनिट मलबर), जयंपुर रोड, अवलर-301001 (राजस्थान)	मलाई उतारा हुमा दुध चूर्ण— IS. 1165—1975	
57. सी एम/एल-0991873 1981-08-28	81-09-16	82-09-15	प्लांट क्षेत्र कॉन्सेप्ट्स, 7 एल बी सोकिया पार्क, हिम्मतनगर, सहारनपुर-247001 (उ.प्र.)	एंडोसल्फान, ई सी— IS. 4323—1967	
58. सी एम/एल-0991974 1981-08-28	81-09-16	82-09-15	पवन एंटरप्राइजिज, धोधाटाड (शास्त्रीनगर) केनबाड-826001 (बिहार)	पी बी सी रोधित दो कोर बाले (बी (समानान्तर) एक शाँट एवं बहु- शाँट बाले कार्यालय केबल— IS. 5950—1971	
59. सी एम/एल-0992067 1981-08-31	81-09-16	82-09-15	जैन इंडस्ट्रीज, मिह इंडिस्ट्रियल इस्टेट नं. 2, गली नं. 30, पहली मंजिल, राम मंदिर रोड [कार्यालय एस. बी. रोड, गोरेगांव (परिक्रमा)], बम्बई-400063 (महाराष्ट्र)]	अस्प ताप एवं बहिर्भूत प्रयोग के केबलों को तोड़कर 1100 बोल्ट तक की कार्यकारी बोल्टता के लिये तांबे के चालकों बाले खोल चड़े एवं बोल रहित पी बी सी रोधित, केबल— IS. 694—1977	

1	2	3	4	5	6
60. सी.एम/एल-0992168 1981-08-31	81-09-16	82-09-15	दूरधारी कैबल्स (प्रा) लि., 11, दयावसन्दा इंडस्ट्रीजल इंटर्नेट, महावेश्वर, बंगलोर- 560048 (कंटेन्टिक)	प्रत्येक ताप एवं व्हर्हिंग प्रयोग के केवलों के प्रतिरक्षित 1100 बोल्ट तक की कार्यकारी बोल्टता के लिये लाई के आलकों वाले पी वी सी रोधित एक कोर वाले शॉल चॉट केबल—	IS . 694—1977
61. सी.एम/एल-0992269 1981-08-31	81-09-16	82-09-15	वी.स्टील रोलिंग मिस्स आफ बंगल लि., 1, आयल इंस्टालेशन रोड, पहाड़पुर, कलकत्ता-700088 (कार्यालय, 28 स्ट्राउंड रोड, कलकत्ता- 700001)	कंटेन्ट प्रबलन के लिये ठंडी मुश्ती इस्पात की अच्छ शक्ति वाली सरिया—	IS . 1786—1979
62. सी.एम/एल-0992370 1981-08-31	81-09-16	82-09-15	नेताजी इंडस्ट्रीज, पी. ओ. बेलिग्रातोर, जिला बंकुरा, पश्चिम बंगाल	संरचना इस्पात (साधारण किस्म)— IS . 1977—1975	
63. सी.एम/एल-0992471 1981-08-31	81-09-16	82-09-15	रोवेक्स इंडस्ट्रीज, जी. टी. रोड, गाजियाबाद (उ.प्र.)	निम्नलिखित वर्ष के ऊर्ध्वे, जल शीतित, मन्द गति लिस्टर टाइप इंजिन इंजन : निर्गत . 5. 88 के शब्द्यू (8 एच पी) गति . 850 चक्रर प्रति मिनट नियमन : ब्रेंजी, "बी" एस एफ सी 272 या कि वा/एच (200 या वी.एच पी घंटा	
64. सी.एम/एस-0992572 1981-08-31	81-09-16	82-09-15	भारत वावर्ज, जी 3, डी.एस.प्राईडी सी.एस.इंडस्ट्रीजल कम्पनी, रोहतक रोड, मांगलोई के निकट) दिल्ली-110041	शिरोपरि प्रेषण कार्यों के लिये जस्तीहृत इस्पात प्रबलित एलुमिनियम के लड्डावार आलक और एलुमिनियम आलक—	IS : 1601—1960
65. सी.एम/एल-0992673 1981-08-31	81-09-16	82-09-15	विजय केमिकल एण्ड टॉयलेट वर्क्स, तेलगाना, 45 किलोमीटर रोड, पुरसावालकम, मद्रास- 600007 (तमिलनाडु)	त्वचा पाउडर— प्रकार. केवल शरीर पर लगाने का—	IS . 3959—1978
66. सी.एम/एल-0992774 1981-08-31	81-09-16	82-09-15	रेश मेटल वर्क्स, कुजनर्यापुर, मेट्टूर डेम- 636403 सेलम जिला (तमिलनाडु)	शिरोपरि प्रेषण कार्यों के लिये जस्तीहृत इस्पात प्रबलित एलुमिनियम के लड्डावार आलक एवं एलुमिनियम आलक—	IS . 398(भाग I एवं II)— 1976
67. सी.एम/एल-0992875 1981-08-31	81-09-16	82-09-15	हिम्मतान इंजीनियरिंग प्रॉबल्स कॉ., तम्मुक- पाल, राष्ट्रीय राजमार्ग-33 चंतसिला- 832303 जिला सिंहभूम	मल, गन्धे पानी के भीर संचारी पाइपों के बालु छले लोहे के स्पीगट और साफेट	IS . 1729—1979

[स. सी.एम वी 13 : 11]

(Department of Civil Supplies)
INDIAN STANDARDS INSTITUTION

New Delhi, the 30th January, 1985

S. O. 747:—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution, hereby notifies that sixtyseven licences, particulars of which are given in the following Schedule, have been granted during the month of August, 1981 authorising the licences to use the Standard Marks :

SCHEDULE

Sl. No.	Licence No. (CM/L.)	Period of Validity From	To	Name & Address of the Licensee (5)	Article/Process covered by the Licences and the Relevant IS : Designation (6)
(1)	(2)	(3)	(4)	(5)	(6)
1.	CM/L-098627 1981-08-04	81-08-16	82-08-15	Aptudet Industries, Near Mangal Vikas Society, Nrusiuh Mandir, Dani Limda, Ahmedabad—380028 (Gujarat)	Sealing Max. grade 1— IS : 868—1956
2.	CM/L-0986375 1981-08-04	81-08-16	82-08-15	Pampasar Distillery Limited, Chitwadi-583211, Hospet, Bellary Distt., (Karnataka)	Rectified spirit, grade 1 (except for acetone manufacture) and grade 2— IS : 323—1959
3.	CM/L-0986476 1981-08-01	81-08-16	82-08-15	Pine Chemicals Ltd., 10, Industrial Complex, Bari Brahma, Jammu-Tawi (J & K)	Resin (gum resin), types pale, medium dark dark— IS : 553—1969
4.	CM/L-0986577 1981-08-04	81-08-16	82-08-15	The Scientific Insecticides Co., 447/1, Mangalagiri Road, Guntur—522001 (A.P.)	Endulufin 35% EC— IS : 4323—1967
5.	CM/L-0986578 1981-08-06	81-08-16	82-08-15	Gingwal Industries, Phapke Ka Bazar, Lashkar, Gwalior-474001	Cold rolled brass sheets, strip and foil— IS : 410—1977
6.	CM/L-0986779 1981-08-10	81-08-16	82-08-15	Supri Industries, C-1/289, GIDC Estate, Naroda-382330 (Gujarat)	Methyl parathion DP— IS : 8960—1978
7.	CM/L-0986880 1981-08-10	81-08-16	82-08-15	Sendez Swijur Chemische Fabrik, 6, Panchal Industrial Estate, Goddev, Bhaydar (East), Dist. Thane (Maharashtra)	Nitric acid—AR & Pure grades— IS : 264—1976
8.	CM/L-0986981 1981-08-10	81-08-16	82-08-15	Sendez Swijur Chemische Fabrik, 6, Panchal Industrial Estate, Goddev, Bhaydar (East), Dist. Thane (Maharashtra)	Hydrochloric acid, AR and Pure grades— IS : 265—1976
9.	CM/L-0987074 1981-08-10	81-08-16	82-08-15	-do-	Sulphuric acid, AR and Pure grades— IS : 266—1977
10.	CM/L-0987175 1981-08-10	81-08-16	82-08-15	-do-	Acetic acid, AR and Pure grades— IS : 695—1975
11.	CM/L-0987276 1981-08-10	81-08-16	82-08-15	Madhusudan Ceramics, (Prop. Madhusudan Vegetable Products Co. Ltd.), 9 GIDC Estate, Kadi-382715 Distt. Mehsana (N.G.)	Flushing cistern (valveless siphonic type) with fittings, low level size : 12.5/10 litre capacity (vitreous china)— IS : 774—1971
12.	CM/L-0987377 1981-08-10	81-08-16	82-08-15	Bharat Steel Co., Tingre Hoogrijan Road, P. O. Tinsukia (Assam)	Structural steel (standard quality)— IS : 226—1975
13.	CM/L-0987473 1981-08-12	81-09-01	82-08-31	Jindal (India) Pvt. Ltd., 4, Dharamtala Road, P. O. Belurnmath, Distt. Howrah (W.B.) Office : 21, Ahmed Mamuji Street, P. O. Liluah, Distt. Howrah (West Bengal)	Tubular steel poles for overhead power lines Types : Sewaged— IS : 2713(Part I & II)—1980
14.	CM/L-0987579 1981-08-12	81-08-16	82-08-15	Modi Steels, (Prop : Modi Industries Ltd.), Modinagar-201204 Distt. Ghaziabad (U.P.)	Steel ingots and billets for the production of wire rod for the manufacture of machine screws by cold hardening process— IS : 8057—1976
15.	CM/L-0987680 1981-08-13	81-09-01	82-08-31	Rallis India Ltd., (Tata Fison Pesticides Formulation Unit), 31/4, Panchpakhadi Village, Balrajeshwar Road, Wagle Industrial Estate, Post Office : Thane-400004.	DDT DP— IS : 564—1975

(1)	(2)	(3)	(4)	(5)	(6)
16. CM/L-0987781 1981-08-18	81-08-16	82-08-15	The Great Oasis Enterprises Pvt. Ltd., Plot No. D-13, Street, 21, MIDC Merol, Andheri East, Bombay 400093	Biscuits, Variety Glucose— IS : 1011—1968	
17. CM/L-0987882 1981-08-18	81-09-01	82-08-31	Adarsh Steels Pvt. Ltd., Industrial Estate, Chambaghat, Solan (H.P.)	Structural steel (standard quality)— IS : 226—1975	
18. CM/L-0987983 1981-08-18	81-09-01	82-08-31	—do—	Cold-worked steel high strength deformed bars for concrete reinforcement— IS : 1786—1979	
19. CM/L-0988076 1981-08-18	81-09-01	82-08-31	United Industries (Regd), 224, Dada Colony Industrial Area, Jullundur	Malleable cast iron pipe fittings of the following types/sizes : (i) Elbows A1 upto and including size designation 2 (Part II of IS : 1879) (ii) Tees B1 upto and including size designation 2 (Part III o ISf : 1879) (iii) Sockets M* upto and including size designation 2 (Part VI of IS : 1879) (iv) Unions U1 upto and including size designation 2 (Part X of IS : 1879)— IS : 1879—1975	
20. CM/L-0988177 1981-08-18	81-09-01	82-08-31	M. P. United Chemical & Pesticides Ltd., 53-54, Industrial Area, Mandideep, Distt. Raisen (M.P.) (Office : E-1/23, Arera Colony, Bhopal).	Malathion, technical— IS : 1832—1978	
21. CM/L-0988278 1981-08-19	81-09-01	82-08-31	Devidayal (Sales) Pvt Ltd., 50/A, GIDC Estate, Kalol-389330 Distt. Panch mahals (Gujarat)	Monocrotophos WSC— IS : 8074—1976	
22. CM/L-0988379 1981-08-19	81-09-01	82-08-31	Pentax Engineering Pvt. Ltd., Bharat Velvet Compound, Safed Pool, Kurle Andheri Road, Bombay-400072	Domestic gas stoves for use with liquified petroleum gases— IS : 4246—1978	
23. CM/L-0988480 1981-08-19	81-09-01	82-08-31	Sree Manjunatha Pulverisers Pvt. Ltd., 62, Industrial Suburb, Yeshvantpur, Bangalore-560022 (Office : Sabuvani Building, N. R. Road, Bangalore-560002)	Endosulfan EC— IS : 4323—1967	
24. CM/L-0988581 1981-08-19	81-09-01	82-08-31	—do—	Malathion EC— IS : 2567—1978	
25. CM/L-0988682 1981-09-19	81-09-01	82-08-31	Kilpest Pvt. Ltd., 7-C, Industrial Area, Govindpura, Bhopal-462023 (M.P.)	Carbaryl WDPC— IS : 7121—1973	
26. CM/L-0988783 1981-08-19	81-09-01	82-08-31	Lotus Traders, Village Biradingi, Near C.T.I., P. O. Netajigarh, Howrah (West Bengal) (Office : 157 Netaji Subhas Road, 3rd Floor, Room No. 183, Calcutta-700001)	Paraffin Wax, type 3— IS : 4654—1974	

(1)	(2)	(3)	(4)	(5)	(6)		
27. CM/L-0988884 1981-08-19	81-09-01	82-08-31	P. C. Jain, 29/H/11 Cossipore Road, Calcutta-700002 (W.B.) (Office : 6th Floor, Nilhat House, 11 R. N. Mukherjee Road, Calcutta-700001 (West Bengal)]	Paraffin Wax, type 3— IS : 4654—1974			
28. CM/L-0988985 1981-08-19	81-09-01	82-08-31	Lotus Pesticides, Sadri-306702 Distt. Pali, (Rajasthan)	DDT EC— IS : 633—1975			
29. CM/L-0989078 1981-08-19	81-09-01	82-08-31	Bharat Mineral & Chemical Industries, 1 Old Industrial Area, Alwar-301001 (Rajasthan)	BHC (HCH) WDPC— IS 562—1978			
30. CM/L-0989179 1981-08-19	81-09-01	82-08-31	U.P. Laminators Pvt. Ltd., 117/354 G.T. Road, Gutaiya, P. O. Kanpur University, Kanpur (U.P.)	Jute bags for packing fertilizers Part II Laminated bags, manufactured from 380 g/m ² ; 68 x 39 tarpaulin fabric— IS : 7406 (Part II)—1980			
31. CM/L-0989280 1981-08-19	81-09-01	82-08-31	Govt. Rubber Factory, Keeriparai P. O., (Via) Nagercoil, Kanyakumari, Distt., (Tamil Nadu).	Ammonia preserved concentrated natural rubber latex Grade HA— IS : 5430—1969			
32. CM/L-0989381 1981-08-21	81-09-01	82-08-31	Sera Industries, Unit No. 61, Mistry Industrial Complex, MIDC Cross Road 'A', Andheri, Bombay-400093.	Flameproof enclosures for electrical apparatus—			
				Sl. No.	Product No.	CMRS Test Report No. and Date	Drawing No.
				1.	Flameproof Junction Box, Cat No. SI JB/401	V/1/1/1022 Dt. 26-8-80	SI/C-1016 SI/C-1017
				2.	Flameproof Junction Box, Cat No. SI JB/402	V/1/1/1025 Dt. 29-8-80	SI/C-1018 SI/C-1019
				3.	Flameproof Junction Box, Cat No. SI JB/403	V/1/1/1028 Dt. 29-08-80	SI/C-1020 SI/C-1021
				4.	Flameproof Well-glass Fitting, cat. No. SI/WG/501	V/1/1/1026 Dt. 29-8-80	SI/D-1029 SI/D 1030 SI/C 1031 SI/B-1032 SI/A-1033 SI/A-1034
						IS : 2148—1968	
33. CM/L-0989482 1981-08-21	81-09-01	82-08-31	Khosla Steel Industries, Gamaria, Jamshedpur-831019 (Office : 76, Pennar Road, Sakchi, Jamshedpur)	Cold Worked high strength deformed bars or concrete reinforcement— IS : 1786—1979			
34. CM/L-0989583 1981-08-21	81-09-01	82-08-31	Bengal Metal Industries, 58/2, Goushalla Road, Liluah, Howrah	Cold-Worked steel high strength deformed bars for concrete reinforcement— IS : 1786—1979			
35. CM/L-0989684 1981-08-21	81-09-01	82-08-31	Rohtas Re-rolling Mills, Industrial Area, Dehri-on-Sone, Rohtas-821307 (Bihar)	Structural steel (ordinary quality) IS : 1977—1975			
36. CM/L-0989785 1981-08-24	81-09-01	82-08-31	Essco Sales Agencies, B-70, Wazirpur Industrial Area, Delhi-110052	Plastic WC seats and covers, solid and recessed with hinging device Type— A— IS : 2548—1967			
37. CM/L-0989886 1981-08-24	81-09-01	82-08-31	Vimal Enterprises Ltd., 64 Industrial Area, Umbergam, (Gujarat)	Magnetic tapes for sound recording and reproduction-domestic and professional Grades— IS : 4480 (Part I)—1967			

(1)	(2)	(3)	(4)	(5)	(6)
38. CM/L-0989987 1981-08-26	81-09-16	82-09-15	Andhra Steel Corp. Ltd., Malkapuram, Visakhapatnam 530011	Hot rolled bars for production of bright bars IS : 7283—1974	
39. CM/L-0990063 1981-08-27	81-09-16	82-09-15	Rattanlal Surajmal Auto Industries, Village Jaror, P. O. Namkum, Ranchi (Bihar)	Leaf spring assembly as well as individual leaf IS : 1135—1973	
40. CM/L-0990164 1981-08-27	81-09-16	82-09-15	Progressive Industries, 10, Puhram Estate, Opp. Saurashtra Cold Storage, Gondal Road, Rajkot-360002 (Gujarat)	Vertical, single cylinder, water cooled, four-strike, diesel engines of the following rating :	
				<u>Output</u>	<u>Speed</u>
				5.88kw (BHP)	850 RPM
				Governing	SFC
				Class 'B'	309g/kw/h (227g/bhp/h)
				IS : 1601—1960	
41. CM/-0990265 1981-08-27	81-09-16	82-09-15	Swastik Chemical Industries, Plot No. E-109, M.I.D.C. Estate, Tarapur Industrial Boisar (W. Rly) (Maharashtra) [Office : 602, Suraj Apartment, Opp. N.L. High School, S.V. Road, Maad (West), Bombay-400064]	Cold tar food colour preparations— IS : 5346—1975	
42. CM/L-0990366 1981-08-27	81-09-16	82-09-15	M.M. Rubber Co. Ltd., A-108/109 Industrial Estate, Rajaji Nagar Bangalore-560044 (Karnataka)	Latex foam rubber products, type-cored, grades A to H— IS : 1741—1960	
43. CM/L-0990467 1981-08-27	81-09-16	82-09-15	Indian Pest Control Co., Plot No. 1-A, Sector 'B', Govindpura Industrial Area, Bhopal-462023 (M.P.)	BHC (HCH) WDPC-- IS : 562—1978	
44. CM/L-0990568 1981-08-27	81-09-16	82-09-15	Kumar Iron & Steel (P) Ltd., Zoo Road, Gauhati, Distt. Kamrup, Assam (Office : 15/A, Everest Building, 46/C, Chowinghee Road, Calcutta-700071)	Cold-worked steel high strength deformed bars for concrete reinforcement— IS : 1786—1979	
45. CM/L-0990669 1981-08-27	81-09-16	82-09-15	Aruna Battery Industries, Netaji Subhash Lane, Barabazar, Sambalpur-768003 [Office : Modipur Sambalpur-768002 (Orissa)]	Lead acid storage batteries for motor vehicles excluding special batteries— IS : 7372—1974	
46. CM/L-0990770 1981-08-27	81-09-16	82-09-15	Industrial Cables (India) Ltd., Industrial Area, Rajpura (Punjab)	PVC light duty cables for use in motor vehicles for voltages not exceeding 100 V— IS : 2465—1969	
47. CM/L-0990871 1981-08-27	81-09-16	82-09-15	Lavkush Textiles, 39, Bakhatsagar Colony, Nehru Park, Jodhpur-342003 (Rajasthan)	Aluminium stranded conductors and aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part I & II)—1976	
48. CM/L-0990972 1981-08-27	81-09-16	82-09-15	Travancore Chemical & Mfg. Co. Ltd. T.S. No. 734, S.W. No. 3, Uthukadu Road, Pollachi (Tamil Nadu)	Repacking of COC WDPC— IS : 1507—1977	
49. CM/L-0991065 1981-08-27	81-09-16	82-09-15	Krishi Rasayan (Bihar), Large Industrial Area, Bela Industrial Estate, R.K. Ashram, Muzaffarpur (Bihar)	Malathion DP— IS : 2568—1978	

(1)	(2)	(3)	(4)	(5)	(6)
50. CM/L-0991166 1981-08-28	81-09-16	82-09-15	Srinivash Domestic Appliances, 10, Second Crescent Park Road, Gandhi Nagar, Adyar, Madras-600020 (Tamil Nadu)	Domestic gas stoves for use with liquified petroleum gases— IS : 4246—1978	
51. CM/L-0991267 1981-08-28	81-09-16	82-9-15	Perfect Engineering Corporation, L-115, 116, G.I.D.C. Estate, Odhav Road, Ahmedabad (Gujarat)	Flats and flats screws— IS : 2699—1964—	
52. CM/L-0991368 1981-08-28	81-09-16	82-09-15	Bharat Pulvrising Mills Pvt. Ltd., Industrial Estate, Goregaon (East), Bombay-400063 (Maharashtra) (Office : Shirketan, 14 Queen's Road, Bombay-400020)	Repacking of carbendazim WDPC— IS : 8446—1977	
53. CM/L-0991469 1981-08-28	81-09-16	82-09-15	Trend Wires, Industrial Complex, Bari Brahmaa, Jammu (J&K)	Mild steel wires for general engineering purposes, black, enncaled— IS : 280—1978	
54. CM/L-0991570 1981-08-28	81-09-16	82-09-15	Jain Steel Industries, G.T. Road, Mandi Gobindgarh (Punjab)	Cold worked steel high strength deformed bars for concrete reinforcement— IS : 1786—1979	
55. CM/L-0991671 1981-08-28	81-09-16	82-09-15	Haryana Thermometer Industries, 98 Dwarkapuri, Muzaffarnagar-251001 (U.P.)	Clinical thermometers solid stem type— IS : 3055 (Part I)—1977	
56. CM/L-0991772 1981-08-28	81-09-16	82-09-15	Rajasthan Co-operative Dairy Federation (Unit Alwar), Jaipur Road, Alwar-301001 (Rajasthan)	Skim milk powder— IS : 1165—1975	
57. CM/L-0991873 1981-08-28	81-09-16	82-09-15	Plant Cure Concentrates, 7, NB Sophia Market, Himmat Nagar, Saharanpur-247001 (U.P.)	Endousulfan EC— IS : 4323—1967	
58. CM/L-0991974 1981-08-28	81-09-16	82-09-15	Pawan Enterprises, Dhowatand (Sastrinagar) Dhanbad-826001 (Bihar)	PVC insulated twin core (Parallel twin) single shot and multishot firing cables— IS : 5950—1971	
59. CM/L-0992067 1981-08-31	81-09-16	82-09-15	Jain Industries, Singh Industrial Estate No. 2, Gala No. 30, 1st Floor, Ram Mandir Road, (Office : S.V. Road, Goregaon (West), Bombay-400062 (Maharashtra)	PVC insulated sheathed and unsheathed cables with copper conductors for working voltages upto and including 1100 volts, excluding cables for low tempera- ture and outdoor applications— IS : 694—1977	
60. CM/L-0992168 1981-08-31	81-09-16	82-09-15	Doorvani Cables (P) Ltd., 11 Dyavasandra Industrial Estate, Mahadevapura, Bangalore-560048 (Karnataka)	PVC insulated single core, (unsheathed) cables with copper conductors for working voltages upto and including 1100 volts (except cables for low temperatur e and outdoor applications)— IS : 694—1977	
61. CM/L-0992269 1981-08-31	81-09-16	82-09-15	The Steel Rolling Mills of Bengal Ltd., 1, Oil Installation Road, Paharpur, Calcutta-700088 (Office : 28, Strand Road; Calcutta-700001)	Cold worked steel high strength deformed bars for concrete reinforcement— IS : 1786—1979	
62. CM/L-0992370 1981-08-31	81-09-16	82-09-15	Netaji Industries, P.O. Beliatore, Distt. Bankura, West Bengal	Structural steel (ordinary quality)— IS : 1977—1975	

(1)	(2)	(3)	(4)	(5)	(6)
63. CM/L-0992471 1981-08-31	81-09-16	82-09-15	Rolex Industries, G.T. Road, Ghaziabad (U.P.)	Vertical, water cooled, slow speed listen type diesel engine of the following rating :	
				Output	Speed
				5.88kw (BHP)	850 RPM
				Governing	SFC
				Class 'B'	272g/kw/h(200g/bphh/)
				IS : 160	—1960
64. CM/L-0992572 1981-08-31	81-09-16	82-09-15	Bharat Wires, G-3, DSIDC Industrial Complex, Rohtak Road, (New Nangloi), Delhi-110041	Aluminium stranded conductors and alu- minium conductors galvanised steel re- inforced for overhead transmission pur- poses—	
				IS : 398 (Part I & II)	—1976
65. CM/L-0992673 1981-08-31	81-09-16	82-09-15	Vijaya Chemical & Toilet Works, Talangana, 45 Clemens, Road, Purasawalkam, Madras-600007 (Tamil Nadu)	Skin powders— type : body powder only—	
				IS : 395	—1978
66. CM/L-0992774 1981-08-31	81-09-16	8-09-15	Ramesh Metal Works, Kunjandiyur, Mettur Dam-636403 Salem Distt. (Tamil Nadu)	Aluminium stranded conductors and alumini- um conductors galvanized steel re- inforced for overhead transmission purposes—	
				IS : 398 (Part I & II)	—1976
67. CM/L-0992875 1981-08-31	81-09-16	82-09-15	Hindustan Engineering Products Co., Tamukpal, National Highway-33, Ghatsila-832303 Distt. Singhbhum	Sand cast iron spigot and socket soil, waste and ventilating pipes—	
				IS : 1729	—1979

का, आ. 748.—भारतीय मानक संस्था (प्रभाग लिखू.प) विनियम 1955 के नियम 3 के उपविनियम 2 तथा विनियम 3 के उपविनियम (2) और (3) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के ब्यारै नीचे अनुसूची में दिए गए हैं वे तिथि 1955-10-21 को निर्भारित किए गए हैं।

અનુષ્ઠાની

क्रम निश्चित भारतीय मानकों की पदसंख्या एवं शीर्षक नए भारतीय मानक द्वारा रद्द किए भारतीय अस्य विवरण संख्या मानक या मानकों, यदि कोई हों को पद- संख्या एवं शीर्षक

(1)	(2)	(3)	(4)
1. IS : 215--1981 सङ्क तारकोल की विशिष्टि (हूसरा पुनरीक्षण)	IS : 215—1961 सङ्क के तारकोल की विशिष्टि (पुनरीक्षित)	--	--
2. IS : 349--1981 धातु के सिए साफ, फिलिं देने के और अम्लीले सैकर सैलूलोज मास्ट्रेट की विशिष्टि (पहला पुनरीक्षण)	IS : 349—1955 साफ लैकर सैलूलोज की विशिष्टि	--	--
3. IS : 1200 (भाग 20)--1981 भवन-निर्माण एवं सिविल इंजीनियरी कार्यों की मापन पद्धतियां भाग 20 जैसे एवं तेल की पाइप साइजों का विचारना (सीररा पुनरीक्षण)	IS : 1200(भाग 20)—1969 भवन - 1981-07-31 को स्थापित निर्माण एवं सिविल इंजीनियरी कार्यों की मापन पद्धतियां भाग 20 जैसे एवं तेल की पाइप साइजों का विचारना (हूसरा पुनरीक्षण)	--	--
4. IS : 1885 (भाग 52/खण्ड 2)--1980 विद्युतकलनकी शब्दावली भाग 52 वत्त प्रक्रमण खण्ड 2 अंकगणित एवं तरंग प्रक्रियाएं	--	1981-07-31 को स्थापित	--
6. IS : 1885 (भाग 52/खण्ड 7)--1980 विद्युतकलनकी शब्दावली भाग 52 वत्त प्रक्रमण खण्ड 7 अंक संगणक पर कार्यक्रम व्यवस्था	--	1981-07-31 को स्थापित	--

(1)	(2)	(3)	(4)
6. IS : 1885 (भाग 52/खण्ड 9)---1980 विद्युतकर्णीकी शब्दावली भाग 52 दस्त प्रक्रमण खण्ड 9 दस्त माध्यम संचयन एवं सम्बन्धित उपस्कर	—	—	—
7. IS : 2039---1981 साइकिल एवं सम्बन्धित कार्यों के लिए इस्पात नियिकाओं की विशिष्टि (पहला पुनरीक्षण)	IS : 2039---1984 साइकिल एवं सम्बन्धित 1981-05-31 को स्थापित प्रयोग हेतु इस्पात नियिकाओं की विशिष्टि *पारसीय मानक संस्था प्रभागम विद्युत वहस योजना हेतु : IS : 2039---1981 तिथि 81-10-01 से लागू होगा ।	—	—
8. IS : 2076—1981 पालिकिनाथल क्लोराइड की निरब- वंब सुनम्य चहर बंदी की विशिष्टि (पहला पुनरीक्षण)	IS : 2076—1962 निरबंब तुनम्य वि- नाथल फिल्म एवं चहर की विशिष्टि	—	—
9. IS : 2250—1981 चिनाई मसाले बनाने एवं प्रयोग की रीति संहिता (पहला पुनरीक्षण)	IS : 2250—1965 चिनाई मसाला बनाने 1981-07-31 को स्थापित एवं प्रयोग की रीति संहिता	—	—
10. IS : 2258—1981 बेलिन जस्ते की ज्वेट, चहर एवं पत्ती की विशिष्टि (इसरा पुनरीक्षण)	IS : 2258—1967 बेलिन जस्ते की ज्वेट चहर एवं पत्ती की विशिष्टि	—वही—	—
11. IS : 2291—1981 स्पर्शीय जावियों एवं जावीजावों की विशिष्टि (इसरा पुनरीक्षण)	IS : 2291—1976 स्पर्शीय जावियों एवं जावी जावों की विशिष्टि (पहला पुनरीक्षण)	—वही—	—
12. IS : 2380 (भाग 23)---1981 लकड़ी के पार्टीकिल बोडी एवं अथवा लिनोसेल्युलोजी पदार्थों से बने बोडी की परीक्षण पद्धतियां भाग 23 पार्टीकिल बोडी का कम्पन परीक्षण	—	—	—
13. IS : 2615—1981 प्लास संडासी और चिमटी की सामान्य अपेक्षाएं (पहला पुनरीक्षण)	IS : 2615—1964 प्लास, संडासी और चिमटी की सामान्य अपेक्षाएं	—	—
14. IS : 2917—1981 छाते की ताकियों की विशिष्टि (पहला पुनरीक्षण)	IS : 2917—1964 छाते की ताकियों की 1981-07-31 को स्थापित विशिष्टि	—	—
15. IS : 3237—1980 योड़ी क्षमता वाली अधिक्षमीय सिरिजों की विशिष्टि (पहला पुनरीक्षण)	IS : 3237—1965 इन्सुलिन एवं द्यूबूट्युलिन 1981-03-31 को स्थापित इन्जेक्शन के लिए अधिक्षमीय सिरिजों की विशिष्टि	—	—
16. IS : 3288 (भाग 1)---1981 तादा एवं ताम्बा मिश बातु संबंधी शब्दावली भाग 1 डालवा एवं पिटवा रूप (मुख्य टाइप) (इसरा पुनरीक्षण)	IS : 3288 (भाग 1)---1973 तादा एवं 1981-07-31 को स्थापित तादा मिश बातु संबंधी शब्दावली भाग 1 डालवा एवं पिटवा रूप (मुख्य टाइप) (पहला पुनरीक्षण)	—	—
17. IS : 3290—1981 बरेलू कार्यों के लिए कैम टाइप सिलाई मशीनों के धागा पकड़ने वाले लीवरों की विशिष्टि (इसरा पुनरीक्षण)	IS : 3290—1969 बरेलू कार्यों के लिए 1981-07-31 को स्थापित कैम टाइप सिलाई मशीनों के धागा पकड़ने वाले लीवरों की विशिष्टि (पहला पुनरीक्षण)	—	—
18. IS : 3589—1981 पानी, गैस एवं मलबल के विजली से बेल्ड किए इस्पात पाइपों की विशिष्टि (150 से 200 मिमी विहित साइज के) (पहला पुनरीक्षण)	IS : 3589—1966 पानी गैस एवं मलबल के विजली से बेल्ड किए इस्पात पाइपों की विशिष्टि (200 से 2000 मिमी विहित व्यास के)	1981-06-30 को स्थापित	—
19. IS : 4009 (भाग 2)---1981 ग्रीज निपलों की विशिष्टि भाग 2 शंकु के सिरे वाले ग्रीज निपल (पहला पुनरीक्षण)	IS : 4009—1967 ग्रीज निपलों की विशिष्टि	1981-07-31 को स्थापित	—
20. IS : 4605—1981 क्रेप पट्टी की विशिष्टि (पहला पुनरीक्षण)	IS : 4605—1968 क्रेप पट्टी की विशिष्टि	—वही—	—
21. IS : 4686—1980 टाइप मशीन के रिबन के कपड़े की विशिष्टि (पहला पुनरीक्षण)	IS : 4686—1968 टाइप मशीन के रिबन के कपड़े की विशिष्टि	1981-05-31 को स्थापित	—
22. IS : 4800 (भाग 11)---1981 मुसम्मा और गोल वाई-विंग तारों की विशिष्टि भाग 11 220 तापोंक वाले तार	—	1981-07-31 को स्थापित	—

(1)	(2)	(3)	(4)
23. *IS : 5086—1981 स्टैमिल कागज की विशिष्टि IS : 5086—1960 स्टैमिल कागज की विशिष्टि		1981-06-30 को स्थापित	*भारतीय मानक संस्था प्रमाणन चिह्न मोजना हेतु, IS : 5086—1981 तिथि 1981-11-01 से लागू होगा ।
(पहला पुनरीक्षण)			
24. IS : 5508 (भाग 22)—1981 मछली मारने की — मार्गवर्धिका भाग 22 मत्स्य माइक्रो व्यूबॉर्ड की विशिष्टि		1981-07-31 को स्थापित	
25. IS : 5521—1980 सीरा इकट्ठा करने के लिए इस्पात टैक्टों की विशिष्टि (पहला पुनरीक्षण)	IS : 5521—1969 सीरा इकट्ठा करने के लिए इस्पात की टैक्टों की विशिष्टि	1981-06-31 को स्थापित	
26. IS : 5727—1981 सम्पीड़क एवं निष्कासित सम्पादकीय शब्दावली (पहला पुनरीक्षण)	IS : 5727—1970 सम्पीड़क एवं निष्कासित सम्पादकीय शब्दावली	—	
27. IS : 6134 (भाग 6)—1981 सूक्ष्मतरंग द्यूबॉर्ड की — विद्युतीय दृष्टिक्षम मायन प्रदूषितायां भाग 6 अल्प शक्ति दोलक कालाइस्ट्रोन		—	
28. IS : 7080 (भाग 1)—1981 एम टी पी चूषण उपकरण की विशिष्टि भाग 1 हस्त एवं विजली चालित एम टी पी चूषण उपकरण (पहला पुनरीक्षण)	IS : 7080—1973 चूषण गर्भपात्र के उपकरण की विशिष्टि	—	
29. IS : 7241—1981 गैस सिलिंडर प्रौद्योगिकी में प्रयुक्त शब्दावली (पहला पुनरीक्षण)	IS : 7241—1974 गैस सिलिंडर प्रौद्योगिकी में प्रयुक्त शब्दावली	—	
30. IS : 7861 (भाग 2)—1981 प्रबण्ड सौसम कंक्रीट बनाने की अनुशासित रीति		1981-07-31 को स्थापित	
31. IS : 8009 (भाग 2)—1980 नीबू स्पायर के शाकलन की रीति संहिता भाग 2 सम्बल्पी स्थिर ऊर्ध्व भार के लिए गहरी नीबू		—	
32. IS : 9000 (भाग 12)—1981 इलेक्ट्रोनीक एवं विजली की व्यवस्थाओं की आधाररूप पर्मानेन्टीय परीक्षण प्रक्रियाएं भाग 12 धूल परीक्षण		—	
33. IS : 9001 (भाग 14)—1981 पर्यावरणीय परीक्षण के मार्गवर्धी सिद्धान्त भाग 14 संबंधित परीक्षण		—	
34. IS : 9224 (भाग 4)—1980 अल्प बोलता वाले प्यूबॉर्ड की विशिष्टि भाग 4 अर्ध-चालक युक्तियों की सुरक्षा हेतु प्यूबॉर्ड कोडों की पूरक अपेक्षाएं		1981-07-31 को स्थापित	
35. IS : 9474—1980 मशीनों के यांत्रिक रक्षण के सिद्धांतों की मार्गवर्धिका		1981-05-31 को स्थापित	
36. IS : 9615—1980 विद्युत चुम्बकीय बाधाएं धूर करने के सामान्य पहलुओं सम्बद्धी मार्गवर्धिका		1981-07-31 को स्थापित	
37. IS : 9664—1980 घमडा कपों के प्रयोग हेतु सील करने के भागों के व्यासों की विशिष्टि		1981-07-31 को स्थापित	
38. IS : 9704—1980 लिनोलियम की छवदरों एवं टाइलों की परीक्षण पद्धतियां		—	
39. IS : 9747—1981 उर्वरक राम्री के रूप में निर्जल अपरिनियति की विशिष्टि		1981-06-30 को स्थापित	
40. IS : 9725—1981 जलपोतों के बातन एवं पाइप साइनों व्यवस्थाओं के संरचनान के पारम्परिक संकेत		1981-07-31 को स्थापित	
41. IS : 9754—1981 इव कीटनाशी भरने के लिए उच्च घनत्व के पालिएपाइलीन के डिब्बों की विशिष्टि (1 लीटर समाई वाले)		—भट्टी—	
42. IS : 9758—1981 शीघ्रकुंबों और वेशावशालों के लिए अल्बों और फिटिंगों की विशिष्टि		—भट्टी—	
43. IS : 9762—1981 ब.ल ब.लवों के लिए प.लिएपाइलीन की विशिष्टि		—भट्टी—	

(1)	(2)	(3)	(4)
44. IS. 9765—1981 स्टेटर शब्दावली	—	—	1981-07-31 को स्थापित
45. IS. 9766—1981 सुनस्य वी वी सी मिश्रण की विशिष्टि	—	—	—वही—
46. IS. 9772—1981 वायु-बालित उच्च वायु के ग्रीज पम्पों की विशिष्टि	—	—	—वही—
47. IS. 9773—1981 समाई ग्रीज पम्पों की विशिष्टि	—	—	—वही—
48. IS. 9774—1981 बैकिट मुद्र के बोतों वाले प्लास की विशिष्टि	—	—	—वही—
49. IS. 9780—1981 टमाटर की बटनी के लिए काँच की बोतों की विशिष्टि	—	—	—वही—
50. IS. 9781—1981 जैम, जेवी एवं मुरब्बा के लिए काँच के मरंबानीं की विशिष्टि	—	—	—वही—
51. IS. 9783—1981 कलाई-बड़ियों के पुँजी की नामा-बली	—	—	—वही—
52. IS. 9793 (भाग 1)—1980 बरेलू प्रयोग हेतु दी वी के अधिकारी एरिंगलों की विशिष्टि भाग 1 मापन पद्धतियां	—	—	—
53. IS. 9794—1981 सूती करघों के स्ले तल, रेस, कैप एवं बाक्स बैक के लिए बोडी/बैनों की विशिष्टि	(1) IS. 2579—1963 सूती करघों के लिए बाक्स बैक छ्लैकों की विशिष्टि। (2) IS. 2623—1964 सूती करघों के लिए स्लै कैपों के ब्लैकों की विशिष्टि (3) IS. 2624—1964 सूती करघों हेतु स्ले रेसों के बोडी की विशिष्टि (4) IS. 2625—1964 सूती करघों हेतु स्ले तल के ब्लैकों की विशिष्टि	—	—वही—
54. IS. 9795—(भाग 1)—1981 बाइबर्सल कार्ड के चयन की मार्गदर्शिका भाग 1 काफर बोब	—	—	—वही—
55. IS. 9796—1981 गैर-मौसम विशेष के सज्ज इस्पात के दरवाजों की विशिष्टि	—	—	—वही—
56. IS. 9802—1981 पर्वतारोहण के लिए घट-घड़ सकने वाली पदुकाओं की विशिष्टि	—	—	—वही—
57. IS. 9806—1981 भोजन के साथ मिट्टी के बरतमों द्वारा जोड़े हुए विविध पदार्थों की परीक्षण पद्धतियां एवं अनुप्रयोग सीमाएं	—	—	—
58. IS. 9807—1981 अंकीय सूक्ष्म-परिषय का प्रबन्ध परीक्षण	—	1981-07-31 को स्थापित	—
59. IS. 9810—1981 धूजा झड़ों की गुणता—भूस्थांकन की पद्धतियां	—	—	—
60. IS. 9815—1981 सर्वोन्मोटर चालित लाइन बोल्टता संशोधकों की विशिष्टि	—	—	—
61. IS. 9817—1981 वायानुकूलित तरंग गाहड़ दूपूरिग एवं संयोजनों के स्पर्मिलग परीक्षण की विशिष्टि	—	—	—
62. IS. 9827—1981 जूता चिपकाने के प्राकृतिक रबड़ लैटैक्स की विशिष्टि	—	—	—
63. IS. 9830—1981 प्रसाधन सामग्री उत्पोग के लिए जल-घुलनशील संतुष्टियम् कारबोक्सीमिथाइल सेल्युलोज की विशिष्टि	—	—	—
64. IS. 9845—1981 आदि पदार्थों के सम्पर्क में आने वाली प्लास्टिक की सामग्री और पदार्थों के छ्लैकों के विशिष्टि एवं इथेना समग्र स्थानान्तरण निर्धारण के विष-लेषण की पद्धति	—	—	—

(1)	(2)	(3)	(4)
65. IS : 9862--1981 बुद्ध द्वारा लगाने के विट्मनी, सीमा रहित प्रमाण, शार, पानी और क्षारोंरीत प्रतिरोधी तंयर मिशित काले रोगन की विशिष्टि			1981-07-31 को स्थापित
66. IS : 9864--1981 हुपि ट्रैक्टरों के अतिरिक्त पुर्जे संग्रहण करने की मार्ग वर्णका			—
67. IS : 9867--1981 पशु आहार संप्रत्कर्तों के रूप में मेले चावनों की भूसी की विशिष्टि			—
68. IS : 9869--1981 टाइप 1 पी टी और शाफ्ट वाले हुपि ट्रैक्टरों की पावर वेने सम्बन्धी गरारी की सकनीकी अपेक्षाएं			—
69. IS : 9870--1981 एक रंग वाले टी बी ग्राफ्ट के विषयपरक निर्धारण की मार्गदर्शी सिद्धान्त			—
70. IS : 9879--1981 प्लाइट टू प्लेन तकनीक द्वारा प्रारंभिक एवं फैरिटिक जंगरोधी स्थान के वर्णकमलेक्षी विषयपर की पढ़ति			—
71. IS : 9880--1981 मोम घडे कागज की छपनियां की विशिष्टि			—

इन भारतीय मानकों की प्रतियां, भारतीय मानक संस्था, मानक भवन, 9 बहायुर शाह जफर मार्ग, नई विल्ली-110002 और अहमदाबाद, बंगलोर, मोपाल, भुवनेश्वर, बन्दर, कलकत्ता, हैदराबाद, जयपुर, कानपुर, मद्रास, मोहल्ली, पटना एवं दिल्ली स्थित शास्त्र विद्यालयों से दिल्ली के लिए उपलब्ध हैं।

[सं. सी एम बी 13.2]

S. O. 748—In pursuance of sub-rule (2) of Rule 3 and Sub-regulations (2) and (3) of regulation 3 of Indian Standards Institution (Certification Marks) Rules and Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established on 1981-10-31:

THE SCHEDULE

Sl. No. and Title of the Indian Standards No. and Title of the Indian Standard or Remarks, if any	Established	No. and Title of the Indian Standard or Remarks, if any	Established
1	2	3	4
1. IS : 215--1981 Specification for road tar (Second Revision).	IS : 215- 1961 Specification for road tar (Revised).		—
2. IS : 349--1981 Specification for lacquer cellulose nitrate, clear, finishing, glossy for metal (First Revision).	IS : 349- 1955 Specification for lacquer cellulose, clear.		—
3. IS : 1200 (Pt XX)--1981 Method of measurement of building and civil engineering works Part XX laying of gas and oil pipe lines (Third Revision).	IS : 1200 (Pt XX)--1969 Method of measurement of building and civil engineering works I: Part XX laying of gas and oil pipe lines (Second Revision).	Established on 1981-07-31	—
4. IS : 1885 (Pt LII/Sec 2)--1980 Electro-technical vocabulary Part LII Data processing Section 2 Arithmetic and logic operations.		Established on 1981-07-31	—
5. IS : 1885 (Pt LII/Sec 7)--1980 Electro-technical vocabulary Part LII Data processing Section 7 Digital computer programming.		Established on 1981-07-31	—
6. IS : 1885 (Pt LII/Sec 9)--1980 Electro-technical vocabulary Part LII Data processing Section 9 Data media, storage, and related equipment.		Established on 1981-07-31	—
7. *IS : 2039--1981 Specification for steel tubes for bicycle and allied purposes (First Revision)	IS : 2039- 1964 Specification for steel tubes for bicycle and allied purposes.	Established on 1981-05-31	*For purposes of ISI Certification Marks Scheme, IS : 2039-- 1981 shall come into force with effect from 1981-10-01

1	2	3	4
8. IS : 2076—1981 Specification for unsupported flexible polyvinyl chloride sheeting (First Revision).	IS : 2076—1962 Specification for unsupported flexible vinyl film and sheeting.	—	—
9. IS : 2250—1981 Code of practice for preparation and use of masonry mortars (First Revision).	IS : 2250—1965 Code of practice for preparation and use of masonry mortars.	Established on 1981-07-31	—
10. IS : 2253—1981 Specification for rolled zinc plate, sheet and strip (Second Revision).	IS : 225—1967 Specification for rolled zinc plate, sheet and strip (First Revision).	-do-	—
11. IS : 2291—1981 Specification for tangential keys and keyways (Second Revision).	IS : 2291—1976 Specification of tangential keys and keyways (First Revision).	-do-	—
12. IS : 2380 (Part XXIII) - 1981 Methods of test for wood particle boards and boards from other lignocellulosic materials Part XXIII Vibration test for particle boards.	—	—	—
13. IS : 2615—1981 General requirements for pliers, pincers and nippers (First Revision).	IS : 2615—1964 General requirements for pliers, pincer and nippers.	—	—
14. IS : 2917—1981 Specification for umbrella ribs (First Revision).	IS : 2917—1964 Specification for umbrella ribs.	Established on 1981-07-3	—
15. IS : 3237—1980 Specification for hypodermic syringes, small capacity (First Revision).	IS : 3237—1965 Specification for hypodermic syringes for insulin and tuberculin injections.	Established on 1981-03-31	—
16. IS : 3288 (Pt I)—1981-Glossary of terms for copper and copper alloys Part I Cast form and wrought form (Main Types) (Second Revision).	IS : 3288 (Part I)—1973 Glossary of terms for copper and copper alloys Part I Cast form and wrought form (main types) (First Revision).	Established on 1981-07-31	—
17. IS : 3290—1981 Specification for thread take up levers for cam type sewing machines for house-hold purposes (Second Revision).	IS : 3290—1969 Specification for thread take up levers for cam type sewing machines for house-hold purposes (First Revision).	Established on 1981-07-31	—
18. IS : 3589—1981 Specification for electrically welded steel pipes for water, gas and sewage (150 to 2000 mm nominal size) (First Revision).	IS : 3589—1966 Specification for electrically welded steel pipe for water, gas and sewages 200 to 2000mm nominal diameter.	Established on 1981-06-30	—
19. IS : 4009 (Part II)—1981 Specification for grease nipples Part II conical head grease nipples (First Revision).	IS : 4009—1967 Specification for grease nipples.	Established on 1981-07-31	—
20. IS : 4605. 1981 Specification for crepe bandage (First Revision).	IS : 4605—1968 Specification for crepe bandage.	-do-	—
21. IS : 4686—1980 Specification for typewriter ribbon fabric (First Revision).	IS : 4686—1968 Specification for typewriter ribbon fabric.	Established on 1981-05-31	—
22. IS : 4800 (Part XI)—1981 Specification for enamelled round winding wires Part XI wires with temperature index 220.	—	Established on 1981-07-31	—
23. *IS : 5086—1981 Specification for stencil paper (First Revision).	IS : 5086—1969 Specification for stencil paper.	Established on 1981-06-30 *For purposes of ISI Certification Marks Scheme; IS : 5086—1981 shall come into force with effect from 1981-11-01	Established on 1981-07-31
24. IS : 5508 (Part XXII)—1981 Guide for fishing gear Part XXII Data sheets for troll line.	—	—	Established on 1981-07-31
25. IS : 5521—1980 Specification for steel tanks for storage of molasses (First Revision).	IS : 5521—1969 Specification for steel tanks for storage of molasses.	Established on 1981-06-30	—
26. IS : 5727—1981 Glossary of terms relating to compressors and exhausters (First Revision).	IS : 5727—1970 Glossary terms relating to compressors and exhausters.	Established on 1981-06-30	—
27. IS : 6134. (Part VI)—1981 Methods of measurement of electrical characteristics of microwave tubes Part VI low power oscillator klystrons.	—	—	—

(1)	(2)	(3)	(4)
28.	IS : 7080 (Part II)- 1981 Specification for MTP suction apparatus Part I manual and electric MTP suction apparatus (First Revision).	IS : 7080--1973 Specification for suction abortion apparatus.	—
29.	IS : 7241—1981 Glossary of terms used in gas cylinder technology (First Revision)	IS : 7241—1974 Glossary of terms used in gas cylinder technology.	—
30.	IS : 7861 (Part II)- 1981 Code of practice for extreme weather concreting Part II recommended practice for cold weather concreting.	—	Established on 1981-07-21
31.	IS : 8009 (Part II)—1980 Code of practice for calculation of settlement of foundations Part II Deep foundations subjected to symmetrical static vertical loading.	—	—
32.	IS : 9000 (Part XII)—1981 Basic environmental testing procedures for electronic and electrical items Part XII Dust test.	—	—
33.	IS : 9001 (Part XIV)—1981 Guidance for environmental testing Part XIV storage tests.	—	—
34.	IS : 9224 (Part IV)—1980 Specification for low voltage fuses Part IV supplementary requirements for fuselinks for the protection of semi-conductor devices.	—	Established on 1981-07-31
35.	IS : 9474—1980 Specification for principles of mechanical guarding of machinery.	—	Established on 1981-05-31
36.	IS : 9615—1980 Guide on general aspects electromagnetic interference suppression.	—	Established on 1981-07-31
37.	IS : 9664—1980 Specification for diameters of sealing areas for use of leather cups.	—	-do-
38.	IS : 9704—1980 Methods of tests for linoleum sheets and tiles.	—	—
39.	IS : 9747—1981 Specification for anhydrous ammonia as fertilizer material.	—	Established on 1981-06-30
40.	IS : 9754—1981 Conventional signs for the installations of ships' ventilation and pipeline systems.	—	Established on 1981-07-31
41.	IS : 9754—1981 Specification for high density polyethylene containers for packing of liquid pesticides (Up to 1 litre capacity).	—	-do-
42.	IS : 9758—1981 Specification for flush valves and fittings for water closets and urinals.	—	-do-
43.	IS : 9762—1981 Specification for polyethylene floats for ball valves.	—	-do-
44.	IS : 9765—1981 Terminology of stenters	—	-do-
45.	IS : 9766—1981 Specification for flexible PVC compounds.	—	—
46.	IS : 9772—1981 Specification for air operated high pressure grease pumps.	—	Established on 1981-07-31
47.	IS : 9773—1981 Specification for volume grease pumps.	—	-do-
48.	IS : 9774—1981 Specification for pliers, bracket opening, dental.	—	-do-
49.	IS : 9780—1981 Specification for glass bottles for tomato ketchup.	—	Established on 1981-07-31
50.	IS : 9781—1981 Specification for glass jars for jams, jellies and marmalades.	—	-do-

(1)	(2)	(3)	(4)
51.	IS : 9783- 1981 Nomenclature of parts for wrist watches.		
52.	IS : 9793 (Part I)- 1980 Specification for TV receiver aerials for domestic use Part I methods of measurement.		
53.	IS : 9794-1981 Specification for Boards/ Blanks for sley bottom, race, cap and box back of cotton looms.	(i) IS : 2579-1963 Specification for box back blanks for cotton looms; (ii) IS : 2623-1964 Specification for blanks for sley caps for cotton looms; (iii) IS : 2624-1964 Specification for boards for sley races for cotton looms; and (iv) IS : 2625- 1964 Specification for blanks for sley bottoms for cotton looms.	Established on 1981-07-31
54.	IS : 9795 (Part I)- 1981 Guidelines for the choice of the type of diversion works Part I Cofferdams.	—	-do-
55.	IS : 9796-1981 Specification for non-weather-tight steel doors.		-do-
56.	IS : 9802-1981 Specification for adjustable crampons for mountaineering.		-do-
57.	IS : 9806- 1981 Method of test for and permissible limits of toxic materials released from ceramicware in contact with food.	—	
58.	IS : 9807- 1981 Life testing of digital microcircuits.	—	Established on 1981-07-31
59.	IS : 9810—1981 Methods for evaluation of quality of chicken eggs.	—	—
60.	IS : 9815—1981 Specification for servomotor operated line voltage correctors.		
61.	IS : 9817—1981 Specification for sealing test for pressurized waveguide tubing and assemblies.		
62.	IS : 9827—1981 Specification for shoe adhesive, natural rubber latex base.		
63.	IS : 9830—1981 Specification for water-soluble sodium carboxymethyl cellulose for cosmetic industry.		
64.	IS : 9845—1981 Method of analysis for the determination of specific and/or overall migration of constituents of plastics materials and articles intended to come into contact with foodstuffs.		
65.	IS : 9862- 1981 Specification for ready mixed paint, brushing, bituminous, black, lead-free, acid, alkali, water and chlorine resisting.		
66.	IS : 9864—1981 Guidelines for stocking spare parts of agricultural tractors.		
67.	IS : 9867—1981 Specification for parboiled rice bran as livestock feed ingredient.		
68.	IS : 9867—1981 Technical requirements for power take-off pulley for agricultural tractors with type 1 PTO shaft.		
69.	IS : 9870- 1981 Guidance on subjective assessment of monochrome TV receivers.		

1	2	3	4	5	6
---	---	---	---	---	---

70. IS : 9879—1981 Method for spectrographic analysis of austenitic and ferritic stainless steels by point to plane technique.

71. IS : 9880—1981 Specification for wax-coated paper splints.

Copies of these Indian Standards are available for sale with the Indian Standards Institution, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and also from its branch offices at Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Bombay, Calcutta, Hyderabad, Jaipur, Kanpur, Madras, Mohali, Patna and Trivandrum.

[No. CMD/13:2]

का०आ० 749.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणित चिन्ह) विनियम 1955 के विनियम 8 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन 69 लाइसेंसों के विवरण भीषे अनुसूची में दिये गये हैं, वे लाइसेंसधारियों को मानक संबंधी मुद्रु लगाने का अधिकार देते हुए, जुलाई 1981 में स्वीकृत किये गये हैं:

अनुसूची

क्रम सं०	लाइसेंस संख्या (सी एम/एल)	वैधता की अवधि		लाइसेंसधारी का नाम और पता	लाइसेंसों के अधीन वस्तु/प्रक्रिया और सम्बद्ध पदनाम
		से	तक		
1	2	3	4	5	6
1.	सी एम/एल-09793 38 1981-07-02	81-07-16	82-07-15	शांगो पेट्रोलियम नं० 23, बी०सी० इंडस्ट्रियल ऐस्टेट, छठा मील, ओल्ड मद्रास रोड, बंगलौर- 560016	अध्याधिकार विद्युत संचारण के लिये एल्युमिनियम बट्टार चालक और जस्ति इस्पात प्रबलित एल्युमिनियम चालक— IS : 398 (भाग 1 और 2)—1976
2.	सी एम/एल-09794 79 1981-07-02	81-07-16	82-07-15	एस्क्यूलैट ब्लोइंग कार्पोरेशन, बजू-बजू दंड रोड, रामपुर, खाल पुल के निकट, बाकापुर गोविन्द- पुर, बाटानगर बरास्ता, 24 परगना, (कार्यालय : 188/51 श्रीन अमवर शाह रोड, कलकत्ता-700 045)	स्लोम विद्युत, देश 90/15— IS : 702-1961
3.	सी एम/एल-09795 80 1981-07-02	81-07-16	82-07-15	इंडिस्ट्रियल ईमिकल्ज एफ मिनरल्ज 25 बी० लॉर्ड रोड, मोहल नगर गाजियाबाद (उ०प्र०)	सी एच सी (एच सी एच) जल विसर्जनीय सांद्र- हर्ण— IS : 562-1978
4.	सी एम/एल-09796 81 1981-07-02	81-07-16	82-07-15	शापेज लिं. 34-36 ओब्लास इंडस्ट्रियल ऐस्टेट मर्ह दिल्ली-110020	सुरक्षा रेजर ब्लैड, केवल स्टेनलैस इस्पात के, मध्यम— IS : 7371-1977
5.	सी एम/एल-09797 82 1981-07-06	81-07-16	82-07-16	जान्स्टन पम्पस इंडिया लिं, मैक्सोल एण्ड मैगर इंडस्ट्रियल ऐस्टेट, मेरठ रोड, गाजियाबाद (उ०प्र०)	जलकल प्रयोग के लिये स्लूट्स वाल्व थ्रेण 1, माप 15 मिमी— IS : 780-1969
6.	सी एम/एल-09798 83 1981-07-07	81-07-16	82-07-15	एस एम पी प्रा०लि०, 22/1, एम आई ई सी सी इंडस्ट्रियल ऐस्टेट, ग्रातव, रोहा, जिला कोलावा (महाराष्ट्र) (कार्यालय : सुभाष नगर, सुभाष रोड, जोगेश्वर) (पूर्व) अम्बई-400 060	आगेनो मध्यूरियल प्रॉजेक्ट बी० ड्रैमिंग फार्मसेशन— IS : 3284-1965
7.	सी एम/एल-09799 84 1981-07-07	81-07-16	82-07-15	ईस्टर्न मिनरल्ज, गोव हर्षमऊ, तहसील निवारी, (एक सी आई गोदाम के पास) जिला टीकम- गढ़ (म०प्र०)	डॉ. शुलन शूर्ण— IS : 564-1975
8.	सी एम/एल-09800 60 1981-07-07	81-07-16	82-07-15	राठा उद्योग लिं. औद्योगिक क्षेत्र नं० 1, ज. टी। रोड के विशेष में, इस्पात नगर, गाजियाबाद (उ०प्र०)	संरचनात्मक इस्पात (मानकी गुणता) — IS : 226-1975
9.	सी एम/एल-09801 61 1981-07-07	81-07-16	82-07-15	कार्मी बायर इंस्ट्रीज, सॉ-25 औद्योगिक क्षेत्र, पटना-13	अध्याधिकार विद्युत संचारण के लिये एल्युमिनियम बट्टार चालक और जस्ति इस्पात प्रबलित एल्युमिनियम चालक— IS : 398 (भाग 1 और 2)—1976

1	2	3	4	5	6
10. सी एम/एल-09802 62 1981-07-07	81-07-16	82-07-15	बिहारीया आयरन एण्ड स्ट लि०, भद्रापत्ती- 577 301 (कर्नाटक)	जल, गैस और मल के लिये उपकरण, लैंप (स्फन) लोहे के प्रेशर पाईप, श्रेणी एल ए, ए और बा- माप : 30 मिमी टी एन तक— IS : 1536-1976	
11. सी एम/एल-09803 63 1981-07-07	81-07-16	82-07-15	बाप्ता मैलियुद्दिन, 242, वादा कालोनी, जलन्धर- 144004	लैंप लोहे के कट्टनांव पाइप फिटिंग्स : 1. एलबो ए 1 माप पद मंजा 3 तक (IS : 1879 भाग 2) 2. टी बो 1 माप पदसंज्ञा 2 तक (IS : 1879 भाग 3) 3. सोकेट एम 2 माप पदसंज्ञा 2 तक (IS : 1879 भाग 4)— IS : 1879-1975	
12. सी एम/एल-09804 64 1981-07-07	81-07-16	82-07-15	ओ हमामान स्टोल हॉटस्ट्रोज, मलवना रोड, डाक- घर निमपुरा, बड़गढ़पुर	कर्नाटक प्रबलन के लिये शोतकृत इस्पात के उच्च- तम शक्ति विस्तित छह माप 16 मिमी व्यास तक येह : लोह 415 IS : 1786-1979	
13. सी एम/एल-09805 65 1981-07-08	81-07-16	82-07-15	स्टोल अबॉरिट, आफ इंडिया लि० एकाय स्टील्ज प्लाट, दुर्गपुर, जिला वर्द्धान	तालकोठरीकरण इस्पात— IS : 4432-1967	
14. सी एम/एल-09806 66 1981-07-08	81-07-16	82-07-15	बी के बर्स, 12 जगपुर रोड, वक्षिण डम इम, इ- कलकत्ता-700074 (कार्यालय : 48६, मुक्तयम बाबू स्टूड, कलकत्ता)	संरचनात्मक इस्पात (मानकी गुणता)— IS : 226-1975	
15. सी एम/एल-09807 67 1981-07-10	81-07-16	82-07-15	भारत हैवे इलेक्ट्रिकल लि०, मैसूर रोड, डाक बक्स नं० 2606, बंगलौर-560026	विद्युत व्यवस्था के लिये एंटी फैपेसिटर, 415 बी 1 के बी ए आर से 25 के बी ए—आर तक— IS : 2834-1964	
16. सी एम/एल-09808 68 1981-07-10	81-07-16	82-07-15	हालेक्स इंज. नियरिंग इंडस्ट्रीज, व्हाट नं० 78, सेक्टर 6, फरीदाबाद	हृषि व्यवसाय के लिये अपकेल्डी पम्प में प्रयुक्त तांत्रिक फैब्री स्किवरल केज की प्रेरणा मोटर, शक्ति निर्गत 3.7 किवा और रोटर श्रेणी ए— IS : 7538-1975	
17. सी एम/एल-09809 69 1981-07-10	81-07-16	82-07-15	कार्तिकेय इंजीनियरिंग इंडस्ट्रीज, 131, अदनारी रोड, पोलमेडु, कोयम्बतूर-641 004	—यथोपरि—	
18. सी एम/एल-09810 62 1981-07-10	81-07-16	82-07-15	सत्य इलेक्ट्रो मैटेटिक डिवाइसेज, 131-सी अब- मारी रोड, पोलमेडु, कोयम्बतूर-641 004	हृषि व्यवसाय के लिये अपकेल्डी पम्प में प्रयुक्त तांत्रिक फैब्री स्किवरल केज की प्रेरणा मोटर, शक्ति निर्गत 2.2 किवा और रोटर श्रेणी “ए”— IS : 7538-1975	
19. सी एम/एल-09811 63 1981-07-13	81-08-01	82-07-31	स्टोल पैके इंडस्ट्रीज, 37-40-45, न्यू इंडिस्ट्रियल ऐस्टेट, सनवर रोड, इन्दौर (म०प्र०)	संरचनात्मक इस्पात (मानकी गुणता)— IS : 226-1975	
20. सी एम/एल-09812 64 1981-07-14	81-08-01	82-07-31	न्यूएज इंडस्ट्रीज, 110 धर्मतल्ला रोड, सलिया, हावड़ा (प० बं०) (कार्यालय : 1 मैसोलेन, हूसरी मंजिल, कलकत्ता-700001 (प० बं०))	380 ग्रा/मी 68×39 (14 और 45 इच 81×0) विवाली कपड़े से बने परतवार पटसन बैरे— IS : 7406 (भाग 2)—1980	
21. सी एम/एल-09813 65 1981-07-14	81-08-01	82-07-31	दुगल, सैमिनेटिंग इंडस्ट्रीज, 144/145, जे०एन० मुखर्जी रोड, चूसरी, हावड़ा (प० बं०) (कार्यालय : 6 कलाइब रोड, कलकत्ता-700 001 (प० बंगाल))	—यथोपरि—	
22. सी एम/एल-09814 66 1981-07-14	81-07-16	82-07-15	राठे उद्योग लि०, बोधोगिक थोड नं० 1, जो टी रोड के दक्षिण में, इस्पात नगर, गाजियाबाद (उ०प्र०)	संरचनात्मक इस्पात (साधारण गुणता)— IS : 1977-1975	
23. सी एम/एल-09815 67 1981-07-14	81-08-01	82-07-31	श्री बालमुद्रामन्त्या मिल्ज लि०, उम्पिनिपलायम, कोयम्बतूर-641015 (त०मा०)	हाविरी के लिए चुतर सूत काउन्ट 39 एस, बुना हुआ— IS : 834-1975	

1	2	3	4	5	6
24. सं.एम/एल-09816 68 1981-07-14	81-08-01	82-07-31	श्री विन्दु निर्भर, ई-15/3, शमशार मेम-रोड, निल्पुर-638602 (तांता०)	माता युनी यूटी बनियान, किस्म : आर एन और आर एम एस माप : 75 से 100 सेमी गेज़ : 24— IS : 4964-1980	
25. सं.एम/एल-09817 69 1981-07-14	81-07-16	82-07-15	काम्प हैल्प प्रोडक्ट्स प्रा० लि०, ई-31/1, औद्योगिक क्षेत्र, मेरठ रोड, गाजियाबाद-201 001 (उ०प्र०)	मानोकोटोफैस, जल धुलनशील साइ. इव— IS : 8074-1976	
26. सं.एम/एल-09818 70 1981-07-15	81-08-01	82-07-31	गवरि व्हालिट्स एण्ड पॉलिएस्टर प्रा० लि०, ब्लॉक ए-1, एम आई ई ई मो औद्योगिक क्षेत्र, अम्बड, बम्बई आगरा रोड नं० 3 नासिक (कार्यालय : 51 ए स्वामी नैतानन्द मार्ग, विलेपार्स (पूर्व), पश्चिमी एक्सप्रेस हाईवे, बम्बई-400 057)	चाय पेटो भार्हनिंग के लिये धातुकृत पार्सीएस्टर फिल्म— IS : 10 (भाग 1)-1976	
27. सं.एम/एल-09819 71 1981-07-15	81-08-01	82-07-31	सट्टड कैमिकल, सी/4 कोशापरेटिव औद्योगिक ऐस्टेट, बद्रनेरा रोड, अमरावती-444 601 (महाराष्ट्र)	कांपर सल्फेट, तकनीकी— IS : 261-1966	
28. सं.एम/एल-09820 64 1981-07-15	81-08-01	82-07-31	गोयशक्ति अवर्ज, ई० नं० 1, किल्म ई- जगतपुर साधारण अधेडित पालिन (किल्मा) -- औद्योगिक क्षेत्र जगतपुर जिला, कटक (उडिशा) (कार्यालय : तिनकोनिया अग्री चा, कटक-753001 (उडिशा))	साधारण अधेडित पालिन (किल्मा) -- IS : 2089- 1977	
29. सं.एम/एल-09821 65 1981-07-17	81-08-01	82-07-31	आमपुर फैस्ट क० लि०, बागोफाटिलाइजर बिकी- जल, आमपुर, जिला विजनौर-246761 (उ०प्र०)	रहाईबोवियम टीके, निम्नसिखित उपज के लिये : 1. मोयार्बंग 2. मूंगफली— IS : 8268- 1976	
30. सं.एम/एल-09822 66 1981-07-20	81-08-01	82-07-31	नेशनल कैमिकल इन्डस्ट्रीज, गवर्नमेंट कालोनी, बाकापुर इण्डियन ऐस्टेट्सिंग, गोमिया, जिला गिरिधीर (बिहार)	विस्कोटक और आतिशबाजी उद्योगों के लिये : पैराफैनो मोम, केवल कठीर चेड— IS : 74-01-1974	
31. सं.एम/एल-09823 67 1981-07-21	81-08-01	82-07-31	बटाइ जैकर लि०, ब्लॉक नं० 3000, जी प्राई डी सी एस्टेट, अंकलेश्वर-393002 (गुजरात)	पेसाधियोन, तकनीकी— IS: 1832-1978	
32. सं.एम/एल-09824 68 1981-07-21	81-07-16	82-07-15	जी गैजेस मन्यु० क० लि०, डाकघर बंसवेरिया जिला दुगली (पं बंगाल) (कार्यालय : 7 काउन्सिल हाउस स्ट्रीट कलकत्ता 700 001 (पं बंगाल))	सीमेट पैकिंग के लिये पटसन बोरे— IS. 2580-1965	
33. सं.एम/एल-09825 68 1981-07-21	81-08-01	82-07-31	ट्रॉपिकल एप्रो सिस्टम्स प्रा लि, 530/2-बी, बसगाराम रोड, अधिपेट, ममतूर, मद्रास-600058	फेनेओएट 50 प्रतिशत पायसनीय सांक्रान्ति— IS : 8291-1976	
34. सं.एम/एल-09826 70 1981-07-21	81-08-01	82-07-31	—योपरि—	फास्फामिडोन 85 प्रतिशत जल धुलनशील साइ. इव— IS . 6177-1971	
35. सं.एम/एल-09827 71 1981-07-21	81-08-01	82-07-31	ट्रॉपिकल एप्रो सिस्टम्स प्रा लि अम्बवपारा रोड, शोट्टापालम-679101 जिला पालघाट (केरल)	कार्बोरिल जल वितर्जनीय साइ. धूर्ण केवल अमीनी छिक्काब के लिये— IS : 7121-1973	
36. सं.एम/एल-09828 72 1981-07-21	81-08-01	82-07-31	गुजरात फर्म कैमिकल, 60/९, जी प्राई डी सी औद्योगिक एस्टेट, फैज 1, बटवा, ग्रहमवाड (गुजरात)	जी डी टी धूलन धूर्ण, 10 प्रतिशत— IS . 564-1975	
37. सं.एम/एल-09829 73 1981-07-21	81-08-01	82-07-31	फिकोम अर्टिनिक्स लि, ब्लॉक नं० 3204 ए, जी प्राई डी सी औद्योगिक एस्टेट, अंकलेश्वर, जिला भरचूल (गुजरात)	मलाधियोन, तकनीकी— IS : 7121-1973	
38. सं.एम/एल-09830 66 1981-07-21	81-08-01	82-07-31	तमिल नाडु स्टील ट्यूब्स प्रा लि लॉट नं०-10 घौर सी-13, मराईमलाई नगर ईंडियन कम्पलेक्स, कट्टनकुलायुर डाकघर, जिला विजयपैट (कार्यालय : 3/10, सशोष्वा ग्रामी गाँव स्ट्रीट, मद्रास-600019)	मुदु स्पाल नलिया सादे सिरे बाली, काली और जस्तित, इ प्रार डब्ल्यू श्रेणी हल्की मध्यम और भारी माप : 50 मिमी तक तक— IS : 1239 (भाग 1)-1979	

1	2	3	4	5	6
39. सी एम/एल-09831 67-- 1981-07-22	81-08-01	82-07-31	हिंदू स्टील, पीरनवाडी, खानापुर रोड, आकोलाया उच्चगमवाग-590008 जिला बेळगाव (कर्नाटक)	किस्म "X" के भ्रान्तिक वहन इंजन के लिये सिलिंडर लाइसर, 80X 85 मिमी वोर के 87.5 मिमी मापी गीले साइनर-- IS. 6750-1972	
40. सी एम/एल-09832 68-- 1981-07-22	81-08-01	82-07-31	स्वस्तिक प्राइवेट प्राविलि० गांव और डाकखाता असीवा-124505 जिला रोहतक (हरयाणा)	संख्यनामक उपयोग के इस्पात पाइप, काले : देव : बाई एस टी 210 श्री पी. हूल्की माप. 150 मिमी एन बी तक-- IS. 1161-1979	
41. सी एम/एल-09833 69 1981-07-22	81-08-01	82-07-31	अनीता हृष्टस्टीज, बी-27, लारेंस रोड, नई दिल्ली- 110035 (कार्यालय. 29 भगत सिंह मार्केट, नई दिल्ली ।	खट्ट चाप मापी, पारा किस्म 1 का पास परिसर 0 से 300 मिमी पारा-- IS. 3390-1977	
42. सी एम/एल-09834 70 1981-07-23	81-08-01	82-07-31	सुनाली टेक्साटाइल कापोरेशन, 294/1, हृष्टसोन कोटाप्पर नलाय, गरलाला बम घृष्णु के सामने, आकोबर सरदार नगर, प्रह्लदाबाद (गुजरात)	विना पेटी के स्वास्थ्यकर नैपकिन, बड़ा माप का-- SI. 5405-1980	
43. सी एम/एल-09835 71 1981-07-23	81-08-01	82-07-31	रोहतास रिरोनिंग मिल, ग्रीष्मोगिक लेन, देहरादून सोन, जिला रोहताम	संख्यनामक इस्पात (मानकी गुणता)-- IS. 226-1975	
44. सी एम/एल-09836 72 1981-07-23	81-08-01	82-07-31	पेस्टो कैम हृष्टिग्या 6, 320 कराबल नगर, ग्रीष्मोगिक ढी बी टी पायसनीय मांग द्रव-- कीव्र, शाहदरा, यूपी-110094	IS. 633-1975	
45. सी एम/एल-09837 73 1981-07-23	81-08-01	82-07-31	यथोपरि--	मैलाथियोन पायसनीय सांद्र द्रव-- IS. 2567-1978	
46. सी एम/एल-09838 74 1981-07-23	81-08-01	82-07-31	यथोपरि--	बी एक सी जल विसर्जनीय मांग चूर्ण-- IS. 562-1978	
47. सी एम/एल-09839 75 1981-07-23	81-08-01	82-07-31	यथोपरि--	बी एक सी शूलन चूर्ण-- IS. 561-1978	
48. सी एम/एल-09840 68 1981-07-23	81-08-01	82-07-31	यथोपरि--	डी बी टी जल विसर्जनीय सांद्र चूर्ण-- IS. 565-1975	
49. सी एम/एल-09841 69 1981-07-23	81-08-01	82-07-31	बी बी हृष्टरीज, ४-पी-५ कुप्पमा चेटियार स्ट्रीट, कामराज रोड, तिल्पुर-638 604 (तमना०)	सारी बड़ी सूती बनियान किस्म. मार एन और एन एस माप. 75 से 90 सेमी गेज. 24 IS. 4964 (भाग 2) - 1975	
50. सी एम/एल-09842 70 1981-07-23	81-08-01	82-07-31	यूनिट मैच फैक्टरी (यूनिट 2) 118, संकरन कोविन रोड, मुद्रुकुमीविलापट्टी, नल्लतिनमुहुर आकोबर वरासता कौविल वर्ती (तमना०) (कार्यालय. श्री रमेश बिलिंग्ज, 43 भेन रोड, कौविलपट्टी-627701 (तमना०)	बक्स में बंद सेपटी दियासलाई, लकड़ी की तिलियाँ-- IS. 2653-1980	
51. सी एम/एल-09843 71 1981-07-23	81-08-01	82-07-31	कोरोमप्लॉट इन्डेंग प्रोडक्ट्स प्राविलि०, सूर्योदय बिलिंग, माउन्ट रोड, मद्रास-600014	ब्युटाक्सोर पायसनीय सांद्र द्रव, 50 प्रतिशत-- IS. 9350-1980	
52. सी एम/एल-09844 72 1981-07-24	81-08-01	82-07-31	श्री वीरप्पास्वामी स्टील रोनिंग मिल्स, माधुर गांव माधुर आकोबर, कुलापुर तालुक, जिला पुरु- कोट्टी (कार्यालय. 32 जोग्य स्ट्रीट, मद्रास-600001	संख्यनामक इस्पात (मानकी गुणता)-- IS. 226-1975	
53. सी एम/एल-09845 73 1981-07-29	81-08-16	82-08-15	अप्रवाल मेटल, बर्स प्राविलि० फ्रेजर रोड, रिवाही	कोड रोड तांबे के शीट, ट्रिप और कौबूल, पवनाम कैबल Cu 37 Zn 40 IS. 410-1977	
54. सी एम/एल-09846 74 1981-07-29	81-08-16	82-08-15	एलके स्ट्रिप्स प्राविलि०, प्लाट नं० 169, सैक्टर 24, फरीदाबाद-121005	कैबिल कवचन के लिये मृत्त इस्पात पत्तिया-- IS. 3975-1979	
55. सी एम/एल-09847 75 1981-07-29	81-08-16	82-08-15	यूनीडोर केबिल्ज, प्लाट नं० 264, मार्ग नं० 13 के, विश्वकर्मा ग्रीष्मोगिक लेन, जयपुर-302013	मोटर गाड़ियों के लिये डी बी बी धमता के केबिल-- IS. 2465-1989	

1	2	3	4	5	6
56. सी एम/एल-09848 76 1981-07-29	81-08-16 82-08-15	कार्बनहाफ्ट, प्रोडक्ट्स, 97/2 प्रसागपुरम रोड, सलैम-636004 (त०ना०)	दाइपराइट के लिये कार्बन पेपर, प्रेड 3, काला और बैजनी रंग— IS : 1551-1976		
57. सी एम/एल-09849 77 1981-07-29	81-08-16 82-08-15	—योपरि—	दूसरेकाम के लिये कार्बन पेपर, प्रेड 4, बीला रंग— IS : 3450-1976		
58. सी एम/एल-09850 70 1981-07-29	81-08-16 82-08-15	कोठारी (भद्रास) लि०, यूनिट . कोठारी टेक्स-टाइल्स मिल नं० 2, के० बडमधुराई, कोयम्बत्तूर-641017 (त०ना०)	होजरी के लिए बूसर सूत, काउन्ट 40 पम, बुना हुआ— IS : 834-1975		
59. सी एम/एल-09851 71 1981-07-29	81-08-16 82-08-15	वी मैसूर काफी क्योरिंग वर्सें लि०, के०एम० रोड, चिकमंगलूर-577101 (कर्नाटक)	कांपर सलफेट, तकनीकी— IS : 261-1966		
60. सी एम/एल-09852 72 1981-07-29	81-08-16 82-08-15	एकोएक पेन्ट्स, 70 नगफ़ाद रोड, नई विल्सी-15	सड़क चिक्कारी के लिये बूस से लगाने वाला लैपार मिशन पेन्ट, भारतीय मालकी रंग नं० 356, सूतहरी, बीला, भौंक और काला— IS : 164-1951		
61. सी एम/एल-09853 73 1981-07-30	81-08-16 82-01-15	स्टैनर्ड स्टाल रोलिंग मिल, शानमूगपुरम, पांडीचेरी कर्नाटक प्रबलन के लिये शीतेहस इस्पात के ऊपर शक्ति के विक्रित छड़— IS : 1786-1979			
62. सी एम/एल-09854 74 1981-07-30	81-08-16 82-08-15	मनहोम केबल इंडस्ट्रीज, 246, श्रीधोगिक भेज, बंडीगढ़	मोटर गाहियों के लिये पी बी सी रोधित हूँकी, अमरता के केबिल और भूयोजन गोटे— IS : 2465-1969		
63. सी एम/एल-09855 75 1981-07-31	81-08-16 82-08-15	इरोस मेटल वर्सें प्रा०लि०, G-5, एम आई ई सी श्रीधोगिक भेज, शिंगंपा, नागपुर (कायलिय. दूसरी भंजिल, इरोस मेंशन, बूढ़ी रोड, सीताकल्पी, नागपुर)	धात्विक ग्रामप्रबण बेटिका (समायोज्य किस्म की)— IS : 3312-1974		
64. सी एम/एल-09856 76 1981-07-31	81-08-16 82-08-15	जैन स्पन पाइप कं० शी-हसुवाइ, तहसील और जिला मिवानी (हरयाणा)	कंशीट पाइप (प्रबलित और प्राप्तित), कक्ष एन पी 2 और एन पी 3, माप. 600 चिमी तक— IS : 458-1971		
65. सी एम/एल-09857 77 1981-07-31	81-08-16 82-08-15	मदरसन, शी-59, 60 सैफटर 8, नोहडा कम्पलैक्स, गायियाबाद	पी बी सी रोधन के एक शाट व कई शाट के कायरिंग केबिल— IS : 5950-1971		
66. सी एम/एल-09858 78 1981-07-31	81-08-16 82-08-15	बीर केबिल्ज, गाय लंडवा, जिला सोनीपत (हरयाणा)	1100 वो तक बालू बोलटा के पी बी सी रोधन व आवरण के, एस्युमिनियम बालक बाले केबिल (बाह्य प्रयोग व भीत्र तापमान प्रयोग के केबिल छोड़ कर)— IS : 694-1977		
67. सी एम/एल-09859 79 1981-07-31	18-08-16 82-08-15	प्रमर केबिल्ज, 22 गोदाम करतारपुरा, जयपुर वक्षिण-302006	एस्युमिनियम बट्टार बालक और एस्युमिनियम के जस्टिट इस्पात प्रबलित बालक— IS : 398 (भाग 1 और 2)-1976		
68. सी एम/एल-09860 72 1981-07-31	81-08-16 82-08-15	वी इंगलिश हैप्पिक कं० आफ इप्पिया लि०, प्लैट नं० 46 सिपांट हैप्स्ट्रियल कम्पलैक्स, होम्पुर-635109, शम्पेपुरी जिला, त०ना०	32. और 63 प्रामियर श्रेणी के स्विच फ्यूज यूनिट— IS : 4047-1967		
69. सी एम/एल-09861 73 1981-07-31	81-08-16 82-08-15	लक्ष्मी इंडस्ट्रीज, रेलवे स्टेशन के निकट, अंगमली-693572 जिला घरगाकुलम	प्लाइवर चाय पेटी के बसे— IS : 10 (भाग 3)-1974		

S.O. 749.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, the Indian Standards Institution, hereby, notifies that sixtynine licences, particulars of which are given in the following Schedule, have been granted during the month of July 1981 authorizing the licences to use the Standard Marks:

SCHEDULE

Sl. No.	Licence No. CM/L	Period of Validity From	To	Name & Address of the Licensee	Article/Process covered by the Licence and the Relevant IS : Designation
1	2	3	4	5	6
1.	CM/L—09793 78 1981-07-02	81-07-16	82-07-15	Shango Petroleum, No. 23, B.C. Industrial Estate, 6th Mile, Old Madras Road, Bangalore-560016	Aluminium stranded conductors and aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part I & II)— 1976
2.	CM/L—09794 79 1981-07-02	81-07-16	82-07-15	Asphalt Blowing Corporation Budget Trunk Road, Rampore, Near Khel Pool, P.O.M. Govinpur Via Batanagar, 24 Parganas, (Office : 188/51, Prince Anwar Shah Road, Calcutta-700045)	Blown bitumen Grade : 90/15 IS : 702—1961
3.	CM/L—09795 80 1981-07-02	81-07-16	82-07-15	Industrial Chemicals & Minerals, 25-B, Loni Road, Mohan Nagar, Ghaziabad (U.P.)	BHC (HCH) WDPC— IS : 562—1978
4.	CM/L—09796 81 1981-07-02	81-07-16	82-07-15	Sharpedge Ltd., 34-36 Okhla Industrial Estate, New Delhi-110020.	Blades, razor, safety stainless only, medium IS : 7371— 1977
5.	CM/L—09797 2 1981-07-06	81-07-16	82-07-16	Johnston Pumps India Ltd., Macneill & Major Industrial Estate, Meerut Road, Ghaziabad (U.P.)	Sluice valves for water works purpose Class I, Size 15 mm— IS : 780— 1969
6.	CM/L—09798 83 1981-07-07	81-07-16	82-07-15	SMP Pvt. Ltd., 22/1, MIDC Industrial Estate, Dhatav, Roha, Distt. Kolaba (Maharashtra) (Office : Subhash Nagar, Subhash Road, Jogeshwari (East) Bombay-400060)	Organic mercurial dry seed—dressing for— mulations— IS : 3284—1965
7.	CM/L—09799 84 1981-07-07	81-07-16	82-07-15	Eastern Minerals Village Harshmau, Tehsil Niwari (Near FCI Godown), Distt. Tikamgarh (M.P.)	DDT DP— IS : 564— 1975
8.	CM/L—09800 60 1981-07-07	81-07-16	82-07-15	Rathi Udyog Limited, Industrial Area No. 1, South of G.T. Road, Ispat Nagar, Ghaziabad (U.P.)	Structural steel (Standard quality)— IS : 226 1975
9.	CM/L—09801 61 1981-07-07	81-07-16	82-07-15	Kami Wire Industries, C-25, Industrial Area, Patna-13.	Aluminium stranded conductors and aluminium conductors galvanized steel reinforced for overhead transmission purposes— IS : 398 (Part I & II)—1976
10.	CM/L—09802 62 1981-07-07	81-07-16	82-07-15	Visvesvaraya Iron & Steel Ltd., Bhadravathi-577301, Karnataka (South Railway)	Centrifugally cast (spun) iron pressure pipes for water, gas and sewage Class LA, A & B Size : Upto and including 30 mm DN— IS : 1536— 1976
11.	CM/L—09803 63 1981-07-07	81-07-16	82-07-15	Khanna Malleables, 242, Dada Colony, Jullundur-144004	Malleable cast iron pipes fittings. (i) Elbows A1 upto and including size designation 2 (Part II of IS : 1879) (ii) Tees, B1 upto and including size designation 2 (Part III of IS : 1879) (iii) Sockets M2 upto and including size designation 2 (Part IV of IS : 1879)— IS : 1879— 1975

(1)	(2)	(3)	(4)	(5)	(6)
12.	CM/L-09804 64 1981-07-07	81-07-16	82-07-15	Shree Hanuman Steel Industries, Malancha Road, Post : Nimpura, Kharagpur	Cold worked steel high strength deformed bars for concrete reinforcement Size : upto and including 16mm dia Grade : Fe 415-- IS : 1786--1979
13.	CM/L-09805 65 1981-07-08	81-07-16	82-07-15	Steel Authority of India Ltd., Alloy Steels Plant, Durgapur, Distt. Burdwan (West Bengal)	Case hardening steel-- IS : 4432--1967
14.	CM/L-09806 66 1981-07-08	81-07-16	82-07-15	Beckay Bros., 12, Jawpur Road, South Dum-Dum, Calcutta-700074 (Office : 48/D, Mukta Ram Babu Street, Calcutta)	Structural steel (Standard quality)-- IS : 226--1975
15.	CM/L-09807 67 1981-07-10	81-07-16	82-07-15	Bharat Heavy Electricals Limited, Mysore Road, P.B. No. 2606, Bangalore-560026	Shunt capacitors for power systems 415 volts 1 KVAR to 25 KVAR-- IS : 2834--1964
16.	CM/L-09808 68 1981-07-10	81-07-16	82-07-15	Hallex Engineering Industries, Plot No. 76, Sector-6, Faridabad	Three phase squirrel cage induction motors for centrifugal pumps for agricultural application having 3.7 kw power output and class 'A' insulation-- IS : 7538--1975
17.	CM/L-09809 69 1981-07-10	81-07-16	82-07-15	Karthikeya Engineering Industries, 131, Avanashi Road, Peelamedu, Coimbatore-641004	Three phase squirrel cage induction motors for centrifugal pumps for agricultural application having 3.7 kw power output and class 'A' insulation-- IS : 7538--1975
18.	CM/L-09810 62 1981-07-10	81-07-16	82-07-15	Satya Electro Magnetic Devices, 131-C, Avanashi Road, Peelamedu, Coimbatore-641004.	Three phase squirrel cage induction motors for centrifugal pumps for agricultural application having 2.2 kw power output and class 'A' insulation-- IS : 7538--1975
19.	CM/L-09811 63 1981-07-13	81-08-01	82-07-31	Steel Fabro Industries, 37-40-45, New Industrial Estate, Sanwer Road, Indore (M.P.)	Structural steel (standard quality) IS : 226--1975
20.	CM/L-09812 64 1981-07-14	81-08-01	82-07-31	Newage Industries, 110, Dharamtala Road, Salkia, Howrah (W.B.) (Office : 1 Mangoe Lane, 2nd Floor, Calcutta-700001 (W.B.)	Laminated jute bags manufactured from 380g/m ² ; 68 x 39 (14 oz/45 in; 8 x 10) tarpaulin fabric-- (IS : 7406 (Part II)--1980)
21.	CM/L-09813 65 1981-07-14	81-08-01	82-07-31	Hooghly Laminating Industries, 144/145, J.N. Mukherjee Road, Ghusuri, Howrah (W.B.) (Office 6, Clive Row, Calcutta-700001 (W.B.)	Laminated jute bags manufactured from 380g/m ² 68 x 39 (14 oz/45 in, 8 x 10) tarpaulin fabric-- IS : 7406 (Part II)--1980
22.	CM/L-09814 66 1981-07-14	81-07-16	82-07-15	Rathi Udyog Limited, Industrial Area No. 1, South of R.T. Road, Ispat Nagar, Ghaziabad (U.P.)	Structural Steel-(ordinary quality)-- IS : 1977--1975
23.	CM/L-09815 67 1981-07-14	81-08-01	82-07-31	Sri Balasubramania Mills Ltd., Uppilipalayam, Coimbatore-641015 (Tamil Nadu)	Cotton yarn, grey, for hosiery Count-396 combed-- IS - 834--1975
24.	CM/L-09816 68 1981-07-14	81-08-01	82-07-31	Sri Bindhu Knitters, D-153, Ramnagar Main Road, Tirupur-638602 (T.N.)	Plain knitted cotton vests Type RN & RNS Size : 75 to 100 cms Gauge : 24-- IS : 4964--1980
25.	CM/L-09817 69 1981-07-14	81-07-16	82-07-15	Crop Health Products Pvt. Ltd, D-31/1, Industrial Area, Meerut Road, Ghaziabad-201001 (U.P)	Monocrotophos WSC-- IS : 8074--1976
26.	CM/L-09818 70 1981-07-15	81-08-01	82-07-31	Garware Plastics & Polyester Pvt. Ltd., Plot A-1, MIDC Industrial Area, Ambad, Bombay-Agra Highway No. 3, Nasik (Office : 51-A, Swamy Nitanand Marg, Vile Parle (East), Western Express Highway, Bombay-400057)	Metallized polyester film for teacheest lining-- IS : 10 (Part I)--1976
27.	CM/L-09819 71 1981-07-15	81-08-01	82-07-31	Bhattad Chemicals, C/4, Co-operative Industrial Estate, Badnera Road, Amravati-444601 (Maharashtra)	Copper sulphate, technical-- IS : 261--1966

(1)	(2)	(3)	(4)	(5)	(6)
28. CM/L—09820 64 1981-07-15	81-08-01	82-07-31	Goyalka Brothers, Shed No. 1, Type D-2, Jagatpur Industrial Estate, Jagatpur Distt. Cuttack (Orissa) (Office : Tinkonia Bagicha, Cuttack-753001 (Orissa)	Common proofed paulius (tarpaulius)-- IS : 2089—1977	
29. CM/L—09821 65 1981-07-17	81-08-01	82-07-31	Dhampur Yeast Co. Ltd., (Biosfertilizer Division), Dhampur, Distt. Bijnor-246761 (U.P.)	Rhizobium inoculants for the following crops: (1) Soyabean (2) Groundnut— IS : 8268—1976	
30. CM/L—09822 66 1981-07-20	81-08-01	82-07-31	National Chemical Industries Govt. Colony P.O. Indian Explosives, Gomia, Distt. Giridih (Bihar)	Paraffin wax for explosive and pyrotechnic industry hard grade only— IS : 7401—1974	
31. CM/L—09823 67 1981-07-21	81-08-01	82-07-31	Khatau Junker Ltd., Plot No. 3000, GIDC Estate, Ankleshwar-393002 (Gujarat)	Malathion technical— IS : 1832—1978	
32. CM/L—09824 68 1981-07-21	81-07-16	82-07-15	The Ganges Mfg. Co. Ltd., P.O. Bansberia, Distt. Hooghly (W.B.) (Office : 7, Council House Street, Calcutta-700001 (W.B.)	Jute bags for packing cement— IS : 2580—1965	
33. CM/L—09825 69 1981-07-21	81-08-01	82-07-31	Tropical Agro Systems Pvt. Ltd., 530/2-B, Vanagaram Road, Athipet, Ambattur, Madras-600058	Phenthroate 50% EC— IS : 8291—1976	
34. CM/L—09826 70 1981-07-21	81-08-01	82-07-31	—do—	Phosphamidon 85% WSC— IS : 6177—1971	
35. CM/L—09827 71 1981-07-21	81-08-01	82-07-31	Tropical Agro System (P) Ltd., Ambalapara Road, Ottapalam-679101 Distt. Palghat (Kerala)	Carbaryl WDPC, Ground spray grade only— IS : 7121—1973	
36. CM/L—09828 72 1981-07-21	81-08-01	82-07-31	Gujarat Farm Chemicals, 66/9, G.I.D.C. Industrial Estate, Phase-J, Vatva, Ahmed- abad	DDT DP 10%— IS : 564—1975	
37. CM/L—09829 73 1981-07-21	82-08-01	82-07-31	Ficom Organics Limited, Plot No. 3204/A, GIDC Industrial Estate, Ankleshwar, Dist. Bharuch (Gujarat)	Malathion, technical— IS : 1832—1978	
38. CM/L—09830 66 1981-07-21	81-08-01	82-07-31	Tamil Nadu Steel Tubes (P) Ltd., Plot No. B-10, & C-13, Maraimalai Nagar Indus- trial Complex, K. ttankulathur Post, Chig- leput Distt. (Office : 3/10, Seshochala Gramani Garden Street, Madras-600019)	Mild steel tubes, plain end black and gal- vanized ERW Class : Light, medium & heavy Size : upto and including 50 mm NB— IS : 1239 (Part I)—1979	
39. CM/L—09831 67 1981-07-22	81-08-01	82-07-31	Hind Steels, Piranwadi, Khanapur Road, P.O. Udyambagh-590008 Dist. Belgaum (Karnataka)	Cylinder liners for internal combustion engines, 80×85 mm bore 87.5 mm size, type 'X' wet liner— IS : 6750—1972	
40. CM/L—09832 68 1981-07-22	81-08-01	82-07-31	Swastic Pipes Pvt. Ltd., Village & Post Office Asaudah-124505, Distt. Rohtak (Haryana)	Steel tubes for structural purposes black Grade : Yst 210 Class : Light Size - upto and including 150 mm NB— IS : 1161—1979	
41. CM/L—09833 69 1981-07-22	81-08-01	82-07-31	Anita Industries, B-27, Lawrence Road, New Delhi-110035 (Office : 29, Bhagat Singh Market, New Delhi)	Spygmomanometer, mercurial type I with scale range 0 to 300 mm of mercury— IS : 3390—1977	
42. CM/L—09834 70 1981-07-23	81-08-01	82-07-31	Sunali Textile Corporation, 294/1, Hansol Koteshwar Nala, Opposite Garnala Bus Stop, P.O. Sardarnagar, Ahmedabad (Gujarat)	Sanitary napkins beltless, large size— IS : 5405—1980	
43. CM/L—09835 71 1981-07-23	81-08-01	82-07-31	Rohtas Re-Rolling Mill, Industrial Area, Dehri-on-Sone, Distt. Rohtas	Structural steel (standard quality)— IS : 226—1975	
44. CM/L—09836 72 1981-07-23	81-08-01	82-07-31	Pesto Chem India, 320, Karawal Nagar, Industrial Area, Shahdara, Delhi-110094	DDT EC— IS : 633—1975	
45. CM/L—09837 73 1981-07-23	81-08-01	82-07-31	Pesto Chem India, 320, Karawal Nagar, Industrial Area, Shahdara, Delhi-110094	Malathion EC— IS : 2567—1978	
46. CM/L—09838 74 1981-07-23	81-08-01	82-07-31	—do—	BHC WDPC— IS : 562—1978	
47. CM/L—09839 75 1981-07-23	81-08-01	82-07-31	—do—	BHC DP— IS : 561—1978	

(1)	(2)	(3)	(4)	(5)	(6)
48. CM/L-09840	68 1981-07-23	81-08-01	82-07-31	Pesto Chem India, 320, Karawal Nagar, Industrial Area, Shahdara Delhi-110094	DDT WDPC— IS : 565—1975
49. CM/L-09841	69 1981-07-23	81-08-01	82-07-31	Bee Bee Hosiery, 8-D-5 Kuppanna Chettier Street, Kamraj Road, Tirupur-638604 (Tamil Nadu)	Plain knitted cotton vests Type : RN & RNS Size 75 to 90 cms : Gauge : 24— IS : 4964 (Part II)—1975
50. CM/L-09842	70 1981-07-23	81-08-01	82-07-31	Star M'tch Factory (Unit II), 118, Sankaran Kovil Road, Mudukkumeen-dampatti, Nalattinpputhur Post, Via Kovilpatti (TN) [Office : Sri Ramiah Buildings, 43 Main Road, Kovilpatti-627701 (Tamil Nadu)]	Safety matches in boxes, wooden sticks— IS : 2653—1964
51. CM/L-09843	71 1981-07-23	81-08-01	82-07-31	Coromandel Indig Products Pvt. Ltd., 'Sudarsan Building, Mount Road, Madras-600014	Butachlor EC 50% IS : 9356—1980
52. CM/L-09844	72 1981-07-24	81-08-01	82-07-31	S'ree Veerappaswamy Steel Rolling Mills, Mathur Village, Mathur Post, Kulathur Taluk, Pudukkottai Distt. Office : Branch Sales (Office, 32 Jones Street, Madras-600001)	Structural steel (standard quality)— IS : 226—1975
53. CM/L-09845	73 1981-07-29	81-08-16	82-08-15	Agarwal Metal Works Pvt. Ltd, Jhajjar Road, Rewari.	Cold rolled brass sheet, strip and foil sheets only designation : CuZn 37 CuZn 40— IS : 410—1977
54. CM/L-09846	74 1981-07-29	81-08-16	82-08-15	Elkay Strips Pvt. Ltd., Plot No. 169, Sector-24, Faridabad-121005	Mild steel strips for armouring cables— IS : 3975—1979
55. CM/L-09847	75 1981-07-29	81-08-16	82-08-15	Unidor Cables, Plot No. 264, Road No. 13 K, Vishwakarma Industrial Area, Jaipur-302013	PVC insulated light duty cables for motor vehicles— IS : 2465—1969
56. CM/L-09848	76 1981-07-29	81-08-16	82-08-15	Carbonink Products, 97/2 Alagapuram Road, Salem-636004 (T.N.)	Carbon papers for typewriters, grade 3, colour black and purple— IS : 1551—1976
57. CM/L-09849	77 1981-07-29	81-08-16	82-08-15	—do—	Carbon papers, handwriting grade A, colour blue— IS : 3450—1976
58. CM/L-09850	70 1981-07-29	81-08-16	82-08-15	Kothari (Madras) Ltd., Unit : Kothari Textiles Mill No. 2, K. Vadamathurai, Coimbatore-641017 (Tamil Nadu)	Cotton yarn, grey, for hosiery, count 40s combed— IS : 834—1975
59. CM/L-09851	71 1981-07-29	81-08-16	82-08-15	The Mysore Coffee Curing Works Limited, K.M. Road, Chickmagallur-577101 (Karnataka)	Copper sulphate, technical— IS : 261—1966
60. CM/L-09852	72 1981-07-29	81-08-16	82-08-15	Aquolac Paints, 70, Najafgarh Road, New Delhi-110015	Ready mixed paint, brushing, for road marking, to Indian Standard Colour No. 356, golden, yellow, white and black— IS : 164—1951
61. CM/L-09853	73 1981-07-30	81-08-16	82-08-15	Standard Steel Rolling Mills, Shanmugapuram, Pondicherry	Cold worked steel high strength deformed bars for concrete reinforcement— IS : 1786—1979
62. CM/L-09854	74 1981-07-30	81-08-16	82-08-15	Suhome Cable Industries, 246, Industrial Area, Chandigarh	PVC light duty cables and earthing braids for motor vehicles— IS : 2465—1969
63. CM/L-09855	75 1981-07-31	81-08-16	82-08-15	Eros Metal Works Pvt. Ltd., 6-5, M.I.D.C. Industrial Area, Hingna, Nagpur, (Office: 2nd Floor, Eros Mansion, Buty Road, Sitabuldi, Nagpur)	Metal shelving cabinets (adjustable type)— IS : 3312—1974
64. CM/L-09856	76 1981-07-31	81-08-16	82-08-15	Jain Spun Pipe Co., V-Haluwas, Tehsil and Distt. Bhiwani (Haryana)	Concrete Pipes (with and without reinforcement) Class NP2 and NP3 Size 600 mm— IS : 458—1971

(1)	(2)	(3)	(4)	(5)	(6)
65. CM/L-09857 77 1981-07-31	81-08-16	82-08-15	Motherson, D-59-60, Sector VI Complex, Ghaziabad	PVC insulated single shot/multi-shot firing cables— IS : 5950—1971	
66. CM/L-09858 89 1981-07-31	81-08-16	82-08-15	Veer Cables, Village Khewra, Distt. Sone- pat (Haryana)	PVC insulated and sheathed cables with aluminium conductors for working vol- tages upto and including 1100 volts excluding cables for outdoor use and low temperature conditions— IS : 694—1977	
67. CM/L-09859 79 1981-07-31	81-08-16	82-08-15	Amer Cables, 22, Godown, Kartarpura, Jaipur (South)-302006	Aluminium stranded conductors and alu- minium conductors galvanized steel reinforced— IS : 398 (Part I & II)—1976	
68. CM/L-09860 72 1981-07-31	81-08-16	82-08-15	The English Electric Co. of India Limited, Plot No. 46, Sipeot Industrial Complex, Hosur-635109 Dharampuri Distt., Tamil Nadu	Switch fuse units having 32 and 63 Amp ratings— IS : 4047—1967	
69. CM/L-09861 73 1981-07-31	81-08-16	82-08-15	Lucky Industries, Near Railway Station, Angamaly-683572, Ernakulam Distt.	Plywood tea-chests battens— IS : 10 (Part III)—1974	

[No. CMD/13 : 11]

नई दिली, 4 फरवरी, 1985

का०आ० 750.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार अधिसूचित किया जाता है कि लाइसेंस संख्या 0338845, 0338946, 0339039 और 0339140, जिनके घोरे नीचे अनुसूची में दिए गए हैं, वे 1984-06-07 से रद्द कर दिए गए हैं:

अनुसूची

क्रम सं.	लाइसेंस संख्या और विसंक	लाइसेंसधारी का नाम व पता	रद्द लाइसेंस के अधीन वस्तु/प्रक्रिया	संबद्ध भारतीय मानक
1. एल-0338845 1973-04-23			जिन	IS : 4100—1967 जिन की विशिष्टि
2. एल-0338946 1975-04-23		मैसर्स येजदी डिस्टिलरीज कुपालया— नजरबाद, मैसूर-570010	विहस्की	IS : 4449—1980 विहस्की की विशिष्टि (द्वितीय पुनरीक्षण)
3. एल-0339039 1973-04-23			ब्रांडी	IS : 4450-1978 ब्रांडी की विशिष्टि (प्रथम पुनरीक्षण)
4. एल-0339140 1973-04-23			रम	IS : 3811—1976 रम की विशिष्टि (प्रथम पुनरीक्षण)

[संख्या सीएमडी/५५ : ०३३८८४५]

New Delhi, the 4th February, 1985

S.O. 750.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation, 1955 as amended from time to time, the Indian Standards Institution hereby notifies that licence Nos. : 0338845, 0338946, 0339039 and 0339140, particulars of which are given below, have been cancelled with effect from 1984-06-07 :

SCHEDULE

Sl. No.	Licence No. & Date	Name and Address of the Licensee	Article/Process covered by the Licence cancelled	Relevant Indian Standards
(1)	(2)	(3)	(4)	(5)
1.	L-0338845 1973-04-23	M/s. Yazdi Distilleries, Krupalaya, Nazarbad, Mysore-570010	Gin	IS : 4100—1967 Specification for Gin

(1)	(2)	(3)	(4)	(5)	(6)
2. L-0338946 1973-04-23			Whiskies		IS : 4449—1980 Specification for Whiskies (second revision)
3. L-0339039 1973-04-23	M/s Yazdi Distilleries Krupa- Nazarbad Mysore-570010		Brandies		IS : 4450—1978 Specification for Brandies (First revision)
4. L-0339140 1973-04-23			Rum		IS : 3811—1976 Specification for Rum (First revision)

[CMD/55 : 0338845]

का०आ० 751.—समय-समय पूर संशोधित भारतीय मानक संस्था (प्रभाणन चिन्ह) विनियम, 1955 के विनियम 14 के उप-विनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या 0971463, जिसके अंदर तीने अनुसूची में दिए गए हैं, 1984-10-11 से रद्द कर दिया गया है:

अनुसूची

क्रम सं.	लाइसेंस मंख्या और दिनांक	लाइसेंसधारी का नाम य पता	लाइसेंस के अधीन बन्तु प्रक्रिया	तस्वर्ंधी भारतीय मानक
1. एल-0971463 1981-05-22		मैसर्सी सिनर बीड़ी उद्योग, मकान नम्बर 5-4-51, सुभाष नगर, सिरोडला (आन्ध्र प्रदेश)	बीड़ियां	IS : 1925—1975 बीड़ियों की विशिष्टि (दूसरा पुनर्गीकरण)

[संख्या सीएमडी/55 : 0971463]

ए.एस. चीमा, अपर महानिदेशक

S.O. 751.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation, 1955 as amended from time to time, the Indian Standards Institution hereby notifies that licence No. 0971463, particulars of which are given below, has been cancelled with effect from 1984-10-11:

SCHEDULE

Sl. No.	Licence No. & Date	Name and Address of the licensee	Article/Process covered by the Licence cancelled	Relevant Indian Standard
1. L-0971463 1981-05-22		M/s Sinner Bidi Udyog, H.No. 5-4-51, Subhash Nagar, Sircilla (Andhra Pradesh)	Bidies	IS : 1925—1974 Specification for Bidies (second revision)

[CMD/55 : 0971463]

A.S. CHEEMA, Addl. Director General

नौवहन और परिवहन मंत्रालय

(नौवहन महानिदेशालय)

बम्बई, 16 फरवरी, 1985

(वाणिज्य पोतपरिवहन)

का. आ. 752.—भारतीय वाणिज्य पोतपरिवहन (नाविक नियोजन कार्यालय, बम्बई) नियम, 1954 के नियम 5 के उपनियम (1) के साथ पठित भारत सरकार के नौवहन और परिवहन मंत्रालय की अधिसूचना सं. एमएसडी/77-एसटी तारीख 13 जून, 1977 द्वारा दी गई जक्तियों का प्रयोग करते हुए, नौवहन महानिदेशक इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो वर्ष की समयावधि के लिए नाविक नियोजन बोर्ड (विवेशगामी)

एतद्वारा नियुक्त करते हैं, जिसमें निम्नलिखित सदस्य होंगे, अर्थात् :

1. नौवहन महानिदेशक
2. नौवहन उपमहानिदेशक, नाविक नियोजन कार्यालय प्रभारी
3. श्रम आयुक्त, बम्बई
4. नाविकपाल, बम्बई
5. नियेशक, नाविक नियोजन कार्यालय, बम्बई
6. पत्तन स्वास्थ्य अधिकारी, बम्बई
7. कप्तान बी. आर. राय
8. श्री पी. जे. रेनेन
9. श्री टी. एन. नारायण
10. श्री के. एस. भण्डारकर
11. श्री डी. सं. कुमारा
12. कमोडोर एल. के. शर्मा

} सरकार के प्रति-
निधित्व करने वाले
सदस्य

} पोतस्वामियों के
प्रतिनिधित्व करने
वाले सदस्य

13. डा. लिओ बार्नस
 14. श्री यू. एम. एल्सेडा
 15. श्री एम. मोहादी
 16. श्री मोहम्मद खान
 17. श्री एम.टी. जोसेफ
 18. श्री ह. प्रभाकरन

नाविकों का प्रतिनिधित्व करने वाले सदस्य

नौवहन महानिदेशक और नौवहन उप-महानिदेशक, प्रभारी नाविक नियोजन कार्यालय, बम्बई, उपर्युक्त बोर्ड के क्रमशः अध्यक्ष और उपाध्यक्ष होंगे। निदेशक नाविक नियोजन कार्यालय, उपर्युक्त बोर्ड के सदस्य-सचिव होंगे।

[सं. 25 (1)/सीआरए/79]

एन. के. प्रसाद, नौवहन उप महानिदेशक

MINISTRY OF SHIPPING & TRANSPORT

(Directorate General of Shipping)

Bombay, the 16th February, 1985

(MERCHANT SHIPPING)

S.O. 752—In exercise of the powers conferred by Sub-rule (i) of Rule 5 of the Indian Merchant Shipping (Seamen's Employment Office, Bombay) Rules 1954, read with the Notification of the Government of India in the Ministry of Shipping and Transport No. MSE (6)/-77-MT, dated the 13th June, 1977, the Director General of Shipping hereby appoints Seamen's Employment Board (Foreign-Going) at the Port of Bombay for a period of two years with effect from the date of publication of this notification in the Official Gazette, consisting of the following members, namely:-

1. The Director General of Shipping.	Member Representing Government.
2. The Deputy Director General of Shipping Incharge of the Seamen's Employment Office.	
3. The Labour Commissioner, Bombay.	
4. The Shipping Master, Bombay.	
5. The Director, Seamen's Employment Board, Bombay.	
6. The Port Health Officer, Bombay.	
7. Capt. B.R. Rao	Member Representing Ships Owners
8. Shri P.J. Alenc.	
9. Shri T.S. Narayan.	
10. Shri K.S. Bhandarkar.	
11. Shri D.S. Kumana.	
12. Shri L.K. Sharma.	
13. Dr. Leo Barnes.	Member Representing Seamen.
14. Shri U.M. Almeida.	
15. Shri M. Moidoo.	
16. Shri Mohamed Khan.	
17. Shri M.T. Joseph.	
18. Shri E. Prabhakaran.	

The Director General of Shipping and the Deputy Director General of Shipping, Incharge of the Seamen's Employment Office, Bombay shall respectively be the Chairman and the Vice-Chairman of the aforesaid Board. The Director, Seamen's Employment Office, shall be Member-Secretary of the aforesaid Board.

[No. 25(I)/CRA/79]

N.K. PRASAD, Dy. Director General of Shipping.

1541 CP/84-9

श्रम और पुनर्वास मंत्रालय

ग्रावेश

नई दिल्ली, 29 जनवरी, 1985

का०मा० 753:—केन्द्रीय सरकार, शिक्षु अधिनियम, 1961 (1961 का 52) की धारा 8 की अपधारा (1) द्वारा प्रदत्त शिक्षितों का प्रयोग करते हए और केन्द्रीय शिक्षुता परिषद् से परामर्श करने के पश्चात्, यह अवधारित करती है कि नौवें की सारणी के स्तरंभ 1 में विनिर्दिष्ट अभिहित व्यवसायों के लिए, उस व्यवसाय के अकुशल कर्मकारों से भिन्न कर्मकारों से व्यवसाय शिक्षुओं का अनुपात कह होगा जो उसके स्तरंभ 3 में उपर्याप्त किया गया है:—

अभिहित व्यवसाय कोड सं. अकुशल कर्म-उपजीविका का कारों से भिन्न राष्ट्रीय वर्गीकरण कर्मकारों से (1968 पैटर्न) शिक्षुओं का अनुपात

1. रंगसाज (साधारण)	932. 10	1 : 7
7. मिलराइट/अनुरक्षण मैकेनिक	845. 50	1 : 7
8. फर्नीचर और कैबिनेट निर्माता	812. 10, 812. 20	1 : 7
9. छपाई (कस्त)	750. 30	1 : 10
	758. 32	
	758. 34	
5. रंगसाज (सामुद्रिक)	931. 20	1 : 7

[सं. डीजीईटी-2/22/83-एपी (iii)]

शशि भूषण अवर सचिव

MINISTRY OF LABOUR & REHABILITATION

ORDER

New Delhi, the 29th January 1985

S.O. 753—In pursuance of sub-section (i) of section 8 of the Apprentices Act, 1961 (52 of 1961), the Central Government after consultation with the Central Apprenticeship Council, hereby determines that for the designated trades specified in column 1 of the Table below, the ratio of trade apprentices to workers other than unskilled workers, in that trade shall be as indicated in column 3 thereof:—

Designated trades	Code No.(s) & National classification of occupation (1968 pattern)	Ratio of apprentices to workers other than unskilled workers
1	2	3
1. Painter (General)	932.10	1 : 7
2. Millwright/maintenance mechanic	845.50	1 : 7
3. Furniture and Cabinet maker	812.10, 812.20	1 : 7
4. Printing (Textile)	758.30, 758.32	1 : 10
	758.34	
5. Painter (Marine)	931.20	1 : 7

[No. DGET-2/22/83-AP (iii)]

SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 11 फरवरी, 1985

का. आ. 754.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसारण में, केन्द्रीय सरकार, केरल सेरेमिक्स लिं. कुन्दरा के प्रबंधतत्व से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4 फरवरी, 1985 को प्राप्त हुआ था।

New Delhi, the 11th February, 1985

S.O. 754.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Tamil Nadu, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kerala Ceramics Ltd, Kundara and their workmen, which was received by the Central Government on the 4th February 1985.

BEFORE THIRU K. S. GURUMURTHY, B.A., B.L.
PRESIDING OFFICER INDUSTRIAL TRIBUNAL,
TAMILNADU, MADRAS

(Constituted by the Central Government)

Thursday, the 24th day of January, 1985

Industrial Dispute No. 61 of 1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Kerala Ceramics Limited, Kundara, (Quilon District.)

BETWEEN

The workman represented by The General Secretary, Kundara Ceramics Staff Association, Kundara, Quilon District.

AND

The Managing Director, Kerala Ceramics Limited, Kundara, Quilon District.

REFERENCE :

Order No. L-29012/7/84-D.III.B, Ministry of Labour & Rehabilitation, dated 16-7-1984, Government of India, New Delhi.

This dispute coming on this day for final hearing upon pursuing the reference, claim and counter statements and all other material papers on record and upon hearing Thiru N. R. Sivaramakrishnan, Advocate appearing for the workman and of Thiru I. D. Rasalam, Personnel Officer, authorised representative appearing for the Management and the counsel for the workman having filed a memo withdrawing the dispute and recording the same, this Tribunal passed the following.

AWARD

The Government of India by its order No. L-29012/7/84-D.III.B, Ministry of Labour and Rehabilitation, dated 16-7-1984 has referred the following dispute under Section 7(A) and Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication to this Tribunal.

(2) The dispute is :

"Is the Kundara Ceramic Staff Association, Kundara, Quilon District justified in demanding payment of Special Allowance of Rs. 20 per month to Shri T. Clitus, a worker of the Kaolin Division of Kerala Ceramics Ltd., for rendering first aid to the work-

men of the establishment from March, 1980 onwards? If so, to what relief is the workman concerned entitled?"

(3) After receipt of notice from this Tribunal, the worker filed the claim statement and the Management filed the counter statement.

(4) When the matter was pending, the Union represented by counsel has filed a memo stating that the Management has given assurance to consider the request of the workman and therefore the workman has decided not to prosecute this dispute and the workman wants to withdraw the dispute.

(5) The counsel appearing for the Union has sought permission of the Tribunal to enable him to withdraw the dispute. This memo is recorded.

(6) As the dispute itself is withdrawn by the workman no dispute survives for adjudication by this Tribunal and accordingly an award is passed rejecting the claim of the workman. There will be no order as to costs.

Dated, this 24th day of January, 1985.

K. S. GURUMURTHY, Industrial Tribunal
[No. L-29012/7/84-D.III.B.]
NAND LAL, Under Secy.

नई दिल्ली, 11 फरवरी, 1985

का. आ. 755.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रनुसारण में, केन्द्रीय सरकार, भारत कोकिंग कॉल लि. की बांसदेवपुर कोलियरी के प्रबंधतत्व से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 3, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-1985 को प्राप्त हुआ था।

S.O. 755.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 3, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bansdeopur Colliery of M/s. Bharat Coking Coal Ltd., and their workmen, which was received by the Central Government on the 1st February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 27/83

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Bansdeopur Colliery of M/s. Bharat Coking Coal Limited,

AND

Their workmen

APPEARANCES :

For the Employers—Sri R. S. Murthy, Advocate.
For the Workman—None.

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 21st January, 1985

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10 (1)(d) of

the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012(456)/82-D. III(A) dated 12th August, 1983.

SCHEDULE

"Whether the action of the management of Bansdeopur Colliery of M/s. Bharat Coking Coal Limited, in superannuating from service Sri Jagdish Prasad Gupta, Accountant, with effect from 29th September, 1978 keeping in view the recommendation of the Lodna Medical Board for referring him to Appellate Board for final assessment of his age was justified? If not, to what relief is the said workman entitled?"

2. During the course of hearing of this case it was urged on behalf of both the sides that the Court should pass an award as per report of the finding of the Appellate Medical Board of the Bharat Coking Coal Limited (Appellate Board) and relief given to the workman concerned. Accordingly several dates were fixed in this case for examination of the concerned workman by the Appellate Medical Board and report was awaited. On 23rd October, 1984 both the sides filed an application to the effect that the award should be passed as per finding of the Appellate Medical Board. But till today the finding of the Medical Board has not been received. Sri R. S. Murthy, Advocate for the management submitted that this Court should pass an award and it be held that the concerned workman should be given relief as per said finding of the Appellate Medical Board which will be binding on the management.

3. As per said submission the following award is passed.

4. The concerned workman should be medically examined within a month from the date of publication of the award by the Appellate Medical Board of Bharat Coking Coal Ltd., and if it is found that he had not attained the age of 60 years on 29th September, 1978 he should be reinstated and continue in service till the date of superannuation with full back wages. If the finding of the Medical Board goes against the concerned workman, he will not be entitled to any relief. If, however, the concerned workman is not sent to the Medical Board for examination as stipulated above the concerned workman will be entitled to be reinstated in service within 15 days after the expiry of one month from the date of publication of the award that is within one and half months of the date of award.

5. The award is passed accordingly.

J. N. SINGH, Presiding Officer
[No. L-20012(456)/82-D. III(A)]

का. आ. 756.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत कोकिंग कॉल लि. की टेलुमारी कोलियरी के प्रबंधतंत्र में सम्बद्ध नियोजकों और उनके कर्मकारों के बीज, अनुवंश में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 3, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-1985 को प्राप्त हुआ था।

S.O. 756.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes, the award of the Central Government Industrial Tribunal No. 3, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tetulmari Colliery of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 2nd February, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No 16/83

PRESENT :

Shri J. N. Singh, Presiding Officer

PARTIES:

Employers in relation to the management of Tetulmari Colliery of M/s. Bharat Coking Coal Limited.

AND

Their workmen.

APPEARANCES:

For the Employers—Shri G. Prasad, Advocate.

For the Workmen—Shri D. Mukherjee, Advocate.

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 28th January, 1985

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012 (69)/83-D. III(A), dated the 18th June, 1983.

SCHEDULE

"Whether the action of the management of Tetulmari Colliery of M/s. Bharat Coking Coal Limited in Stopping S/ Shri Anand Chandra Kumar, Jamuna Kumar, Marwari Mehato and Murlidhar Mehato, all General Mazdoor from their duties as per management's order dated 20/30-10-1982 is justified? If not, to what relief are these workmen entitled?"

2. The case of the workman concerned is that they were appointed against permanent vacancy as general mazdoors in Category I in the permanent nature of job. The said appointment was made with effect from 28/29th June, 1976. It is submitted that since their appointment the concerned workman had been working continuously and regularly to the full satisfaction of the management and had put in more than 240 days attendance in each calendar year. It is, however alleged that they are active members of Bihar Colliery Kamagar Union against which the local management is prejudiced and with an ulterior motive to punish and victimise them the management terminated their services with effect from 20/30-10-83 illegally and arbitrarily. It is further submitted that no chargesheet was ever issued against them nor any enquiry was held nor any retrenchment compensation was paid to them. They protested against the illegal action and termination of service but without any effect and thereafter the present industrial dispute was raised and after failure of the conciliation the present Reference has been made.

3. The action of the management in stopping the workman concerned from duties is attacked to be illegal, arbitrary and unjustified and it is submitted that they should be reinstated with full back wages.

4. According to the management, however, the B. C. C. L. wanted to construct immediately some quarters for miners in Tetulmari Colliery and as per policy decision of B. C. C. L. and the Central Govt. the B. C. C. L. provide one employment to either son or dependent of land owner who transfers by registered sale deed a minimum of 2 acres of land on consideration as assessed by the competent authority.

5. It is further stated that the above named 4 persons who are workmen concerned in this case were given employment on or about 30-6-76 with the intervention of one Sri Binod Bihari Mahato, M. L. A. on a clear understanding that after giving them employment the company can proceed with construction of quarters for the workers which was urgently required and the above persons were accordingly provisionally employed and allowed to resume duty. Anand Kumar and Jamuna Kumar two of the concerned workmen accordingly offered to sale 5.52 acres of land in mouza Magrikala while Jaleswar Mahto and Marwari Mahto nominees of Sri Lakh Ram Mahto offered to sale 4.16 acres of land of the said Mouza. Description of the land is said to be enclosed as Annexure A of the written statement, (it may be stated that no such Annexure has been given along with the written statement).

6. It is submitted that the management in good faith provided employment to the above 4 persons but inspite of repeated instructions and requests they failed to register the land to B.C.C.L. and while going through the details of the land it was detected that as these persons have given false information and declaration as Chhotalal Kumhar and his two major sons viz. Sri Anand Kumhar and Sri Yamuna Kumhar had only 1.51 acres of land while Lakhi Ram Mahto had 2 acres of land. It is contended that these persons obtained employment by mis-representation of facts and are guilty of dishonesty and cheating which amounts to misconducts per Model Standing Order. The employer would have been justified in taking disciplinary action and dismissing them from service but they were simply stopped from their work with effect from 30-10-82 and it is also stated that Sri A. K. Roy, M.P. and President of the Union took up the case of these workmen and the General Manager requested him to use his good offices to advice these persons to register the land to a minimum of 4 acres free from all incumbrances and the management assured that on registration of land these persons would be allowed to resume their duty. But this also did not bear any effect.-

7. It is submitted that these persons have neither been dismissed nor discharged nor their services have been terminated, but they have simply been stopped from their duties and the Tribunal would use good offices in persuading them to register the requisite acres of land and the employer should allow them to resume their duty.

8. On the above grounds it is prayed that the Reference be decided in favour of the management.

9. The point for consideration is as to whether the action of the management in stopping the concerned workman from their duties with effect from 20/30-10-82 is justified. If not to what relief are these workmen entitled.

10. Certain facts in this case are not disputed. All the 4 concerned workmen were allowed to resume their duties with effect from 30-6-76 by letter of the management Ext. M-1 dated 28/29-6-76. These letters are said to have been delivered to the workmen concerned by Peon Book Ext. M-9 and accordingly they joined their duties and were working continuously till they were stopped work with effect from 30-10-82 vide letter Ext. M-6. Three of the concerned workmen have been examined as WW-1 to WW-3 and all of them have stated that they worked continuously from the date of their appointment till the date of their stoppage and they have completed 240 days of attendance in every calendar year. The fact that they worked for 240 days continuously in a calendar year has not been denied by the management. Rather, MW-2 who is the Sr. Personnel Officer in the colliery has admitted in paragraph 12 of his cross-examination that two years ago he had seen these workmen working continuously. The fact thus remains that these workmen worked from 1976 till October, 1982 continuously as general mazdoors and they had 240 days of attendance in every calendar year.

11. Now let us look into the written statement of the management. In paragraph 4 it is stated that as per policy decision of the management B.C.C.L. was to provide one employment to the owner or dependent of the land owner who transferred by register sale deed a minimum of 2 acres of land to the management on payment of compensation and price of the land to be assessed by the competent authority. According to the evidence of the management the said scheme was known as Land Acquisition Scheme. For reasons best known to the management copy of the said scheme has not been filed to show as to under what conditions such employment was to be given. The scheme would have shown whether employment was to be given on having any agreement from the dependent of the land owner and after the registration of the land or before its registration. It is admitted by the management witnesses that none of these workmen ever given in writing that they are ready to transfer certain area of land and that they should be given employment on that condition. In paragraph 5 of the written statement the management has stated that the above named 4 persons were given employment with the intervention of Sri Binor Bihari Mahto, M.L.A. on a clear understanding that after giving them employment the company may proceed

with the construction of quarters for the workers which was urgently required and the persons were accordingly provisionally employed and allowed to resume duty. There is no paper to show whether Sri Binor Bihari Mahto, M.L.A. was the mediator and on his intervention the employment minded in this case. In paragraph 6 of the written statement it is stated that Sri Anand Kumhar and Jamuna Kumhar two of the concerned workmen offered to sale 5.62 acres of land in Mouza Nagrikala and Sri Jaleshwar Mahto and Marwari Mahto major nominee of Sri Lakhi Ram Mahto offered to sale 4.16 acres of land of the said mouza and the description of the land is given in Annexure A of the written statement. But there is no such Annexure attached with the written statement of the management. There is no document to show as to what particular land these concerned workmen offered to sale. In fact there is not even any agreement of sale executed by Sri Jaleshwar Mahto and Sri Marwari Mahto. The only document filed in this regard is said to be an agreement of sale dated 2-11-76 (Ext. M-4/1) alleged to have been executed by Chhotelal Kumhar and Smt. Dhola Kumhain in favour of the management. It is an unregistered document and surprisingly enough though some amount is said to have been paid as part consideration, also the description of the land is not mentioned at all. Even the Mouza in which the land is said to have been situated has been left blank and the description portion is also blank. Thus this agreement does not indicate as to which particular land Chhotelal Kumhar agreed to sale. The agreement also does not indicate that the land was agreed to sale in lieu of employment of Sri Anand Kumhar and Sri Jamuna Kumhar. It is strange as to how the management has placed reliance on this document which is simply a waste paper showing nothing.

12. If the concerned workmen were to be employed under the Land Acquisition Scheme then at least before execution of the sale deed some agreement for sale of land should have been taken from these workmen or their guardians and then necessary actions would have been taken. But it was not done at all. It was the duty of the management to verify about the document of Title etc., but that also does not appear to have been done. Thus there is no document worthy the name on the record to show that the concerned workmen were given employment under any Land Acquisition Scheme. The management, however, has placed reliance on the original appointment letters Exts. M-1 to M-1/6 dated 24-6-76 in which on the head the words 'Land Acquisition Scheme' have been written. But the content of the letter does not indicate that these workmen were to be given employment in lieu of transfer of any land. According to the workmen, however, the words 'Land Acquisition Scheme' have subsequently been interpolated or typed in these letters and this allegation cannot be said without any basis as there is absolutely no document to show that employment of these workmen were made under the Land Acquisition Scheme.

13. It may also be mentioned that when these workmen completed 240 days of attendance for a number of years, they apparently became permanent employee of the management and their stoppage of work should have been done only either under the Industrial Disputes Act or under the Certified Standing Order. It is in evidence that Model Standing Order is applicable in this colliery. The Model Standing Order contemplates that for certain acts of misconduct an employee can be removed or his services terminated after holding a domestic enquiry against him. Even if it be conceded for the sake of argument that these workmen obtained employment by mis-representation or cheating then the proper course for the management was to draw up a chargesheet against them and dismiss them after holding a domestic enquiry. In fact in paragraph 7 of the written statement the management has contended that these persons obtained employment by misrepresentation of facts and are guilty of dishonesty and cheating which amounts to misconduct under the Model Standing Order. But inspite of it no chargesheet was drawn up against them and they are stopped work with effect from 30-10-82 without any notice. It is now well settled that every kind of termination amounts to retrenchment. It cannot be denied that stoppage of work amounts to termination of the services of the concerned workman and therefore if it was a case of retrenchment then the provisions of Section 25F of the Industrial Disputes Act should have

been followed and the concerned workmen should have been removed from service after giving one months notice or notice pay besides retrenchment compensation as they had completed 240 days attendance in a calendar year. This provision was also not followed by the management.

14. The management has also taken the plea that the case of these workmen were taken up by Sri A. K. Roy, M.P. whose letter Ext. M-3 has been cited. This letter clearly indicates that Sri Roy pointed out that the appointment letter does not indicate that the appointment was provisional or on the basis of land and these employees should not have been dismissed without any show cause or warning. The reasoning given by Sri A. K. Roy is quite reasonable. Ext. M-7 is a letter of the management dated 5-1-83 written to Sri A. K. Roy in which it was stated that these persons were appointed under the Land Acquisition Scheme and while the management was contemplating to take disciplinary action and removed their names from the company's roll the management would have been grateful if he kindly uses his good offices to advise these persons to register 1 and to the company and then the company will allow them to resume duty. No disciplinary action, however, was taken and the record shows that they had been stopped work much earlier.

15. It will also appear that though the appointment was made in 1976 but there is no paper to show that the management even after that ever asked the concerned workmen or wrote them letters to execute sale deed if they had been appointed under the Land Acquisition Scheme. The said action would have been taken only after a month or two after giving employment to these workmen if they were appointed under the said scheme. But the management kept quite for about 6 years and all on a sudden issued stoppage letters to them. This also shows that the employment was not under any scheme.

16. Thus from all the above evidence it is clear that the action of the management in stopping the concerned workmen from their duties is illegal against law and unjustified. The provisions of Standing Order or Industrial Disputes Act were not at all followed in this case and the management passed stoppage order and stopped the work of these workmen on flimsy grounds when they had already worked for several years and they put in more than 240 days attendance in each calendar year.

17. In the circumstances the concerned workmen are entitled to be reinstated within a month from the date of publication of the award with full back wages for the idle period.

18. The award is passed accordingly

J. N. SINGH, Presiding Officer
[No. L-20012(69)/83-D.III(A)]

नई दिल्ली, 12 फरवरी, 1985

का. आ. 757.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन आयरन एण्ड स्टील कंपनी, की नूनडीह जीतपुर कोलियरी के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कमंकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-1985 को प्राप्त हआ था।

New Delhi, th: 12th Feb., 1985

S.O. 757.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Noonodih Jitpur Colliery of M/s. Indian Iron and Steel Co. Ltd. and their workmen, which was received by the Central Government on the 31st January, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 60 of 1984

In the matter of Industrial Disputes under Section 10(1)
(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Noonodih Jitpur Colliery of Messrs. Indian Iron and Steel Company Ltd. and their workmen.

APPEARANCES :

On behalf of the employers—Shri R. S. Murthy, Advocate & Shri A. Banerjee, Advocate.

On behalf of the workmen—Shri S. Bose, Secretary, R. C.M.S. Union.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 28th Jany. 1985

AWARD

The Government of India in the Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(257)/84-D. III(A) dated the 24th September 1984.

THE SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh for regularisation of Shri Ramdeo Gope, Fitter Helper as Fitter by the management of Noonodih Jitpur Colliery of Messrs. Indian Iron and Steel Co. Ltd., Dhanbad is justified? If so, to what relief is this workman entitled?”

The case of the workman is that the concerned workman Shri Ramdeo Gope is a permanent employee under the management of Noonodih Jitpur Colliery. Originally he was engaged in the post of Mechanical Fitter helper and worked in that capacity for a long time. The management having found him capable of having performed the duties of Fitter engaged him to perform duties of Mechanical Fitter in permanent vacancy in Jitpur sand plant along with other fitters in rotation duty with effect from 6-12-79. The management paid him the difference of wages in the scale of wage rate of Mechanical fitter and Mechanical fitter helper, ever since, the workman was engaged to work in the post of Mechanical Fitter. In accordance with the conditions of service of the management the concerned workman should have been automatically treated as confirmed Mechanical Fitter and his wage scale and the emoluments should have been fixed accordingly. In view of the fact that he had satisfactory service in the post of Mechanical Fitter for a continuous period of more than 6 months. But the management denied to confirm him in the post of Mechanical Fitter. It has been prayed on behalf of the concerned workman that the management should be directed to confirm him as Mechanical Fitter with effect from 6-6-1980 with consequential effects.

The case of the management is that the reference is bad in law and not maintainable in as much as promotion of a workman is sole function of the management and no workman can claim promotion as a right. The concerned workman joined Jitpur Colliery as Cat. I general mazdoor on 25-1-72. With effect from 21-2-74 he was promoted as Mechanical Fitter helper in Cat. II and he was still continuing in the said post. The management has a system of issuing authorisation to the workmen to work temporarily in higher post to cover cases of leave and absentism of employees working in such higher categories and on such occasions and for the actual period involved, the workmen in the lower category are paid difference of wages between the lower category and the higher category and the said difference of wages paid to the workmen

is shown as acting allowance in the pay sheets. It does not, however, confer any right on the worker in the lower category to claim promotion on regular basis to the higher category. When a regular vacancy occurs in the higher category selection is made from amongst the workers of the lower category according to promotion channel and system in existence by D.P.C. through test and interview. The employee concerned have to apply for being considered for selection in response to the notice issued by the management for the said purpose. The concerned workman was issued authorisation to work as Mechanical Fitter in Cat. IV as and when required as per the system and acting arrangement for a temporary period. The authorisation was issued to the concerned workman on 6-12-79 for the said purpose. Accordingly the concerned workman worked for a very short period in each year in higher category IV. The concerned workman was paid the difference of wages for the higher category when he had worked as Mechanical Fitter. The annexure given along with the W.S. of the management will show that the concerned workman had worked for 55 days in 1981, 58 days in 1982, Nil in 1983, and 61 days in 1984 between January and March as Mechanical Fitter. The concerned workman had also applied in 1983 for selection for the post of Mechanical Fitter but he was not found suitable for promotion. The demand of the union for regularisation of the concerned workman as Mechanical Fitter is not justified and the concerned workman has no right for regularisation. The promotion or regularisation are not automatic. According to the decision of the JBCCI taken in terms of NCWA-III and as reflected in implementation instruction No. 30 of 26-6-84 a Mechanical Fitter helper in Cat. II who is non-matriculate and does not passes ITI certificate has to put in three years experience as helper in Cat. II before he is found fit for selection by D.P.C. through trade test held by the management. The Selection has to be made on the basis of seniority-cum-merit subject to the existence of vacancies. At present the management has no vacancy of Mechanical Fitter in Cat. IV. On the above facts it is submitted that the demand of the workmen for regularising the concerned workman as Mechanical Fitter is not justified and he is entitled to no relief.

The only point for consideration in this case is whether the concerned workman is entitled to be regularised as Mechanical Fitter.

The workmen have examined two witnesses and the management have also examined two witnesses in support of their respective cases. The management have further exhibited four documents and the workmen also have exhibited W-1 & W-2 series.

WW-1 is the concerned workman Shri Ramdeo Gope. He has stated that he was promoted as Helper on 21-2-74 and he got letter of authorisation Ext. W-1 to work as Mechanical Fitter and he was working as Mechanical Fitter in the sand plant of Jitpur Colliery from 6-12-79. He has further stated that he had filed this case for proper categorisation. He has also stated that at present there are 11 persons including himself who are doing the same job but he is getting the wages of Cat. II while one of them is getting wages of Cat. IV and others are getting wages of Cat. V. His claim is based on the authorisation Ext. W-1 dated 6-12-79. It will appear from this authorisation that Shri Ramdeo Gope was authorised as Mechanical Fitter as and when required at the said plant mines by the Agent/Manager of Jitpur Colliery. It will also show that the concerned workman after having been authorised as Mechanical Fitter as and when required signed the said authorisation in token of having accepted the same. Thus this Ext. W-1 is simply an authorisation issued to the concerned workman for working as Mechanical Fitter as and when required. It is not the actual letter of appointment. The case of the management is that the concerned workman after the issuance of the said authorisation was occasionally working as Mechanical Fitter in place of sick and leave vacancy and that the said employment as Mechanical Fitter was not continuous and permanent. MW-2 Shri R. Mohan is the Dy. Manager (Personnel) at Jitpur Colliery. He has stated that the concerned workman is working as Mechanical Fitter Helper in Cat. II and that the concerned workman was sometime engaged as Mechanical Fitter in leave and sick vacancry and was paid the difference of wages of the said period. He has further stated that the period of days worked by the concerned workman as

Mechanical Fitter is given in the statement along with the W.S. filed on behalf of the management. It will appear from the annexure to the W. S. of the management that the concerned workman had worked as Mechanical Fitter for 3 days in March, 26 days in May, 15 days in August and 11 days in September, 1981, 9 days in January, 12 days in February, 16 days in March and 21 days in April 1982 and 10 days in January, 25 days in February and 26 days in March of 1984 and that he had not worked a single day as Mechanical Fitter in 1983. The said statement given in the annexure has not been falsified by the wage sheets Ext. W-2 series filed by the concerned workman, WW-2 who has come to support the case of the concerned workman that the concerned workman was continuously working as Fitter in sand plant in 1979 does not find support from Ext. W-2 series Ext. M-1 dated 22-12-80 is a representation filed by the concerned workman to the Manager through Engineer of Noonadih Jitpur Colliery. It will appear from this that he was working as acting Mechanical Fitter in place of Mechanical Fitter as and when they were on leave. He also prayed in that representation that he may be regularised from 22-12-80 in place of Balram Pandey who has been transferred to Chasnala on 10-12-80 and his place of shift is lying vacant. It appears from this that the concerned workman was only working as acting mechanical fitter in place of mechanical fitters who were on leave and that he was not acting as Mechanical Fitter in place of any permanent vacancy.

It will appear from para-5 of the W. S. of the concerned workman that the claim for being regularised as Mechanical Fitter is being claimed on the basis of the terms and conditions of service as laid down under the Certified standing orders of Jitpur Colliery. The management has filed a copy of certified standing orders Ext. M-4 which is an admitted document. MW-2 has stated to the close of his cross-examination that the service conditions of the workman of Jitpur Colliery are governed by the Certified Standing Orders which are statutory. Clause 1(g) of the Certified standing orders Ext. M-4 defines a permanent employee and sub-clause (h) defines a probationer. A probationer is one who is provisionally employed to fill a permanent vacancy and has not completed 6 months of service in that post. A permanent employee is one who is appointed for an unlimited period and who has satisfactorily put in 6 months continuous service in a permanent post as a probationer. Considering the above definition of a permanent employee it will appear that the concerned workman had not been appointed as Mechanical Fitter for an unlimited period, because the authorisation Ext. W-1 shows that he was authorised to work as Mechanical Fitter as and when required. The alternative definition of permanent employee is that an employee must have satisfactorily put in 6 months continuous service in a permanent post as a probationer. There is no evidence worth reliance to show that the concerned workman had put in 6 months of continuous service and that he had never worked as Mechanical Fitter to fill up a permanent vacancy for these aid period of 6 months. Thus it appears that the concerned workman had not acquired the right of permanent employee under the Standing Orders of the Colliery and that the management has not violated the terms of service conditions of the concerned workman which is governed by the Certified Standing Orders Ext. M-4. Moreover, the concerned workman has not adduced any evidence to show if there was any permanent vacancy of the post in which he had worked as Mechanical Fitter. Even WW-1 has stated in his cross-examination that he had worked in the past in leave, sick and rest vacancies and that the authorisation Ext. W-1 was given to him for that purpose. This evidence of the concerned workman completely belies his case and shows that the concerned workman had worked in the past as Mechanical Fitter in leave, sick and rest vacancies and had never worked in any permanent vacancy or permanent post of Mechanical Fitter. I hold, therefore, that the management had never employed the concerned workman to perform the duties of a Mechanical Fitter in the permanent vacancy and that the terms and conditions of service have not been violated in not regularising the concerned workman in the post of Mechanical Fitter.

In view of the facts, evidence and circumstances, discussed above I hold that the demand of R. C. M. S. Union for regularisation of the concerned workman Shri Ramdeo Gope

Fitter Helper as Fitter by the Management of Noondih Jitpur Colliery of M/s. Indian Iron & Steel Co. Ltd. is not justified and that the concerned workman is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer,
[No. L-20012/257/84-D. III(A)]

का. आ. 758.—औद्योगिक विवाद अधिनियम, 1947 (1947 का, 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन आयरन एण्ड स्टील कं. लि. की आसनाला और जीतपुर कोलियरी के प्रबंधतात्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-1985 को प्राप्त हुआ था।

S.O. 758.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chasnalla and Jitpur Collieries of M/s. Indian Iron & Steel Company Limited, and their workmen, which was received by the Central Government on the 31st January, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 59 of 1983

In the matter of Industrial Disputes under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Chasnalla and Jitpur Collieries of Messrs Indian Iron and Steel Company Limited and their workmen.

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate and Shri A. Banerjee, Advocate.

On behalf of the workmen—Shri Anand Mohan Prasad, President, Coalfield Labour Union.

STATE : Bihar INDUSTRY : Coal
Dhanbad, the 24th January, 1985

AWARD

The Government of India in the Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(229)/83-D. III.A dated 17/19-12-1983 :

SCHEDULE

"Whether the action of the management of Chasnalla and Jitpur Collieries of Messrs Indian Iron and Steel Company Limited in not protecting the wages of Shri Afjal Hussain (No. 90571) Face Worker, when he was transferred from Chasnalla to Jitpur Colliery with effect from 24th May, 1976 is justified? If not, to what relief is the workman entitled and from what date?"

The case of the workmen is that the concerned workman Shri Afjal Hussain was appointed in the year 1973 as Face worker Group V and posted in Chasnalla. In 1975 due to

suspension of work at Chasnalla the concerned workman was transferred from Chasnalla to Jitpur Colliery in the year 1976. He was again transferred from Jitpur Colliery to Chasnalla Colliery in the year 1977. By letter dated 2nd March, 1978 he was designated as Mechanical helper in time rated category II. He is still carrying on the job of Mechanical helper since then. The wages in Group V was higher to the wages of Mechanical helper Cat. II. When the pay of the concerned workman was lowered down he protested against the less payment of wages but the management did not pay any heed to it. The fixation of pay of the concerned workman in Cat. II was wrongly done. The concerned workman had never applied for being posted as Mechanical helper. The demand of the concerned workman is that he should be paid the difference of wages since his conversion in time rated Cat. II and he has also prayed to rectify the wages protecting his previous wages.

The case of the management is that the concerned workman was appointed as Face worker on 12-3-73 at Chasnalla Colliery in piece rated Group IV wages. The shaft mines of Chasnalla Colliery were drowned because of accidental connection of the mines with water logged working in the month of December, 1975 and a large number of workmen became surplus to the requirement of the colliery. The management did not retrench the workmen of Chasnalla Colliery and transferred the surplus workers to other mines giving them alternative employment. The concerned workman was transferred to Jitpur Colliery by letter dated 18-5-76 for his employment on alternative job. Due to inadvertence he was described as piece rated worker in Group VA and was paid Group VA wages at Jitpur colliery although in fact he was in Group IV. Thus the concerned workman received more wages than he was entitled to get while he was working at Jitpur Colliery. He was again transferred back to Chasnalla Colliery in the year 1977. On his transferred back to Chasnalla Colliery the mistake was detected and it was found that he had received the fall back wages @ Rs. 13 per day at Jitpur Colliery during his employment in that mines. The basic wages and fall back wages of Rs. 13 per day was payable to piece rated workers in Group VA. The concerned workman was a piece rated worker in Group IV and as such he was entitled to get Rs. 10.63 as basic wages per day as fall back wages during the period he was working at Jitpur Colliery. Although the management had the right to deduct the payment of excess wages paid to the concerned workman under mistake of fact, the management did not deduct the amount of excess payment and only corrected the mistake and put him back on Group IV wages after his re-transfer to Chasnalla Colliery.

The concerned workman represented before the management for converting his status from piece rated workers to time rated workers. The concerned workman opted for the time rated job of mechanical helper and he was posted on that job with effect from 21-8-78 by the letter dated 3-3-78. The mechanical helpers are placed in Cat. II time rated scale of Rs. 10.40-0.26-13 in the year 1978 as per NCWA-I. As Group IV piece rated wages was given to the concerned workman he was placed at the initial basic of Rs. 10.66 as Mechanical helper in Cat. II. The management had correctly placed him in Cat. II at time rated scale as desired by the concerned workman. The concerned workman accepted the said scale of pay and job on his own accord and continued to get the benefit out of such change from piece rated worker to time rated worker and got annual increment. His wages were increased with effect from 1-1-79 under NCWA-II and it was further increased after implementation of NCWA-III. His annual increment was taken into consideration and protection of wages was given to him at the time of implementation of NCWA-II and NCWA-III. The concerned workman improved his status and received higher wages after his conversion into time rated in course of years. The concerned workman has raised a false claim after a lapse of seven years that the protection of wages was not given to him after his transfer to Jitpur Colliery in the year 1976. In fact the concerned workman had received higher wages than the amount due to him because of the mistake in describing him in Group VA in his transfer letter to Jitpur Colliery. The concerned workman had not acquired any right of his Group V wages only because he had received Group V wages at Jitpur Colliery on account of the mistake. It is submitted on behalf of the management that the concerned workman is not entitled to any relief.

The point for consideration is whether the action of the management in not protecting the wages of the concerned workman when he was transferred from Chasnalla to Jitpur Colliery with effect from 24-5-76 was justified.

The management have examined one witness and the workmen also have examined one witness in support of their respective cases. The management has further exhibited three documents and the workmen have also exhibited four documents.

It will appear from the reference that the matter of dispute is confined from 24-5-76 to 11-5-77. When the concerned workman was working at Jitpur Colliery on transfer from Chasnalla from 24-5-76 to 11-5-77. The concerned workman was admittedly transferred to Chasnalla Colliery from Jitpur Colliery on 11-5-77. The concerned workman WW-1 has stated that he was employed in Chasnalla Colliery as Face worker. He has stated in his cross-examination that he was first appointed on 12-3-73 as Face worker in Group IV. He has further stated that the wages of Face worker in Group IV is Rs. 13 per day and that he has pay slips to show that he was being paid Rs. 13 per day in Group IV at Chasnalla but he has not filed any of the pay slips to show that he was actually getting Rs. 13 per day in Group IV at Chasnalla. Ext. M-1 which is equivalent to Ext. W-3 dated 27-2-74 will show that the concerned workman was confirmed as piece rated face worker in Group IV wages as recommended by Coal Wages Board. The concerned workman has also stated that at the time of his appointment the Wage Board recommendation were in force. At page 70 of the Coal Wage Board recommendation Vol. I in para 36, the wage structure with its fall back wages, (Minimum guaranteed wages) for each group has been shown. It will appear that the basic wage of Group IV was Rs. 6 and that fall back wage was also the same. Thus the concerned workman at the time of his appointment was getting basic wage or fall back wages of Rs. 6 per day. WW-1 has further stated that since 1-1-75 his wages were increased when NCWA-I came into force. The basic wages of Group IV in NCWA-I was Rs. 11.59 and the fall back wages was Rs. 10.63. Thus the concerned workman was entitled to the basic wages of Rs. 11.59 or fall back wages of Rs. 10.63 from 1-1-75 NCWA-II came into force from 1-1-79. So the period when the concerned workman was working at Jitpur Colliery was covered by the wages as prescribed by NCWA-I. MW-1 has stated that in 1976 when he was transferred from Chasnalla to Jitpur he was getting the wages which had been fixed in NCWA-I. If the concerned workman was in Group IV he was to get Rs. 11.59 as basic or Rs. 10.63 as fall back wages from 1-1-75 to 1-1-79. Admittedly the concerned workman had received wages @ Rs. 13 per day while he was working at Jitpur Colliery after his transfer from Chasnalla which is the basic as well as the fall back wages of Group VA.

We have to consider whether the concerned workman was in Group IV or in Group VA in order to determine as to what will be the amount of his wages as piece rated worker per day. Admittedly the concerned workman was appointed in piece rated Group IV wages and he was working as face worker. It will appear from the evidence of WW-1 that he was under the mis-conception that the basic wages of Group IV is Rs. 13 per day when he stated that the wages of face worker in Group IV is Rs. 13 per day. In the W.S. it appears that he was claiming Rs. 13 as wages per day in Group VA. But in his evidence he has changed and has stated that he was getting Rs. 13 per day in Group IV. I have already stated above that Rs. 13 per day was the basic wages of Group VA and that the basic wage of Group IV was Rs. 11.59 and fall back wages was Rs. 10.63. The concerned workman has not filed any of the pay slips to show that he was getting Rs. 13 per day at Chasnalla Colliery from where he was transferred to Jitpur Colliery. Ext. W-1 dated 18-5-76 which is equivalent to Ext. M-2 is the order of transfer from Chasnalla Colliery to Jitpur Colliery. It will appear from the address given at the top of the letter that the concerned workman was designated as face worker Group VA and this is the basis on which the concerned workman is claiming the wages of Group VA. There is absolutely no evidence to show that the concerned workman was promoted to Group VA by the management. On reference to the evidence of WW-1 it appears that he was not claiming to have been promoted in Group VA but was claiming to have received Rs. 13 per day in Group IV which was not the

basic or fall back wages of Group IV. MW-1 has stated in his evidence that in the transfer order of the concerned workman from Chasnalla to Jitpur Colliery his group was wrongly stated as Group VA instead of Group IV. He has also stated that the concerned workman was working as Face worker in piece rated Group IV in Chasnalla Colliery before his transfer. Thus we find that there is absolutely no material on the record to show that the concerned workman was ever promoted in Group VA and on consideration of all the evidence it will appear that he was in Group IV in Chasnalla Colliery and that he continued to be in the same group when he was transferred to Jitpur Colliery because the order of transfer Ext. M-2 or Ext. W-1 dated 18-5-76 will show that he was transferred from Chasnalla Colliery to Jitpur Colliery in his existing designation Grade and rate of pay and I think that the grade described in the order of transfer as Group VA was a mistake for Group IV and on the basis of the said mistaken designation of group the concerned workman cannot be entitled to Group VA wages. He was although in Group IV at Chasnalla Colliery before his transfer and he had continued to be in the said Group IV while he was working at Jitpur Colliery. As the concerned workman was getting more than the basic or the fall back wages of Group IV while he was posted at Jitpur Colliery he is not entitled to the protection of the wages of Group VA and he can get the protection of Group IV wages only. As the concerned workman had got more wages than the wages of Group IV at Jitpur Colliery, he is not entitled to any increase of wages and there is no question of the protection of his wages at Jitpur Colliery.

On his re-transfer from Jitpur Colliery to Chasnalla Colliery the concerned workman is alleged to have applied for being posted as Mechanical helper and he was put in Cat. II and his basic wages was fixed at Rs. 10.66 per day. Ext. M-3 is the order dated 2-3-78 which shows that with reference to the application of the concerned workman dated 22-2-78, the management re-designated his as mechanical helper in Cat. II with a starting basic wages of Rs. 10.66 per day in the grade of Rs. 10.40-0.26-13 plus other benefits as admissible with effect from 21-1-78. WW-1 has now denied that he had filed any petition before the management for appointing him as helper in Cat. II time rated. MW-1 has stated in his cross-examination that the latter by which the concerned workman had applied for the post of helper at Chasnalla is not now traceable. The order of re-designating the concerned workman as Mechanical helper in Cat. II was passed on 2-3-78 and it was effective from 21-1-78. WW-1 has stated that in 1978 he was appointed as Mechanical helper and was paid Rs. 10.66 per day. Thus it is clear that this order in Ext. M-3 was implemented and the concerned workman accordingly started working as Mechanical helper in Cat. II but he did not file any petition before the management objecting to the said conversion of his job without his consent. On the contrary it was stated in the order Ext. M-3 itself that he was being appointed as Mechanical helper in Cat. II on his application dated 22-2-78. Had this fact been wrong, the concerned workman must have made a protest then and there stating that his appointment as Mechanical helper was without his consent and without his filing any application. As this concerned workman was working as Mechanical helper on the basis of Ext. M-3 it is clear that he was appointed as mechanical helper on the basis of his representation filed before the management. The concerned workman was to get Rs. 10.63 as fall back wages in Group IV and so the fixation of his wages @ Rs. 10.66 per day vide Ext. M-3 appears to be a proper fixation of his wages as mechanical helper in Cat. II.

Ext. W-4 is the letter written by the Asstt. Secretary of Coalfield Labour Union dated 21-12-82 to the Asstt. General Manager. It is stated in it that the concerned workman was working as Face worker in Group V since 1973 continuously till 1978 but this fact is falsified by the appointment letter Ext. W-3 dated 27-2-74 filed on behalf of the workmen himself which shows that he was appointed as a Face worker in Group IV wages. It will also appear that the concerned workman had not raised any objection to all the facts earlier than 21-12-82 (Ext. W-4) and the fact that he accepted the wages and the change of his job for a pretty long time shows that he had accepted it willingly and therefore he had not raised any objection soon after the orders were passed. The belated raising of dispute shows that his claim is not justified and is too stale.

On consideration of the entire facts evidence and circumstances of the case, I hold that the action of the management of Chasnala and Jitpur Collieries of M/s. Indian Iron and Steel Co. Ltd. in not protecting the wages of the concerned workman when he was transferred from Chasnala to Jitpur Collieries with effect from 24-5-76 is justified and as such the concerned workman is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012/229/83-D.III (A)]

गई दिनांक, 13 फाल्गुन, 1985

क्र. प्र. 7.—प्रोग्रामित विवर संघेतन, 1947

(1947 का 14) की धारा 17 के अनुसार में केंद्रीय सरकार, भारत कांकिंग कोल लि., कोयला भवन के प्रबंधनात्मक से सम्बद्ध नियाजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिता विवर में केन्द्रीय सरकार श्रीयोगिक अधिकरण, नं. 3, धनबाद के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 6-2-1985 को प्राप्त हुआ था।

New Delhi, the 13th February, 1985

S.O. 759.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 3, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Koyala Bhawan of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 6th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.-3, DHANBAD

Reference No. 45/83

Shri J. N. Singh
Presiding Officer

PRESENT.

PARTIES :

Employers in relation to the management of Koyala Bhawan of M/s. Bharat Coking Coal Ltd., Dhanbad.

AND

Their Workmen

APPARANCES:

For the Employers—Sri G. Prasad, Advocate.

For the Workmen—Sri J. D. Lal, Advocate.

INDUSTRY Coal STATE Bihar

Dated, the 30th January, 1985

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred of them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the above dispute to this Tribunal for adjudication under Order No. L-20012 (154)/83-D.III(A) dated the 25th October, 1983.

SCHEDULE

“Whether the demand of the workmen of M/s Bharat Coking Coal Ltd., Dhanbad that Sarvashri Jagarnath Prasad and Brijal Dubey should be promoted to clerical grade-I is justified? If so, to what relief are these workmen entitled and from what date?”

2. On behalf of the workmen two written statements have been filed, one of which is an additional written statement. The first written statement, however, is more or less argumentative type. However from a perusal of the two written statements it appears that Sri Jagarnath Prasad and Sri Brijal Dubey workmen concerned were appointed in 1963 and 1970 respectively in Jealgora Colliery as Underground Munshi. On 1-1-74 both of them were transferred to the post of Telephone Operator in Jealgora Sub-Area and were placed in Clerical Grade II with effect from that date.

3. It may be stated that as per Coal Wage Board recommendation and job nomenclature the post of Telephone Operator did not have any pay scale fixed, but according to the union all Telephone Operators were placed in Clerical Grade II by the BCCL. It is submitted on behalf of the workmen that all Telephone Operators including the workmen concerned perform similar nature of duties and were given similar designation, pay scale, grade etc. till 1977 when the BCCL issued a circular dated 7-4-77 whereby Telephone Operators were classified into two groups and were given two separate grades and pay scales. Those who were Matriculates were placed in Clerical Grade I and the non-Matriculates were given Clerical Grade II and as the concerned workmen were non-Matriculates they remained in the same Clerical Grade II whereas those who were Matriculates and were even junior to the concerned workmen were placed in Clerical Grade I.

4. It is contended that this new classification of Telephone Operators was most irrational, discriminatory and illegal and it was done without any notice U/S. 9A of the Industrial Disputes Act. It is stated that no educational qualifications were prescribed till then for any clerical job in BCCL and the same should not have applied to one class of clerical workers viz. Telephone Operators.

5. Thereafter the management formulated a cadre scheme for promotion of Clerical/Ministerial staff by circular dated 20-6-77. This circular for the first time prescribed minimum educational qualifications for different clerical posts from Grade III to special grade and it was Matriculation Examination. But so far as departmental candidates and existing incumbents were concerned, the minimum educational qualification was not bar for holding any clerical post from Grade III to special grade and according to the workmen after this circular the classification of Telephone Operators became redundant. Again the management by circular dated 16-12-82 classified the Telephone Operators into different technical grades and the concerned workmen were placed in Technical Grade D which has similar pay scale as that of Clerical Grade II and those Telephone Operators who were in Clerical Grade I were placed in Technical Grade C. It is stated that the workmen concerned have been making representations since 1977 but no action was taken by the management and they are still in Clerical Grade II. It is submitted that they are entitled to be promoted in Clerical Grade I with effect from April, 1977 when classification of Telephone Operators were made into two grades and that they should be paid difference of wages since then.

6. On behalf of the management it is stated that the concerned workmen are employees in Koyala Bhawan the Head Office of BCCL situated in the town of Dhanbad and the said office is not a mine as defined under the Industrial Disputes Act and so the Central Govt. is not the appropriate Government to make this Reference. It is further stated that the promotion is a management's function and it cannot be claimed as a matter of right and it is the discretion of the employers to select persons for promotion and that the promotion depends not only on the length of service but also efficiency and other qualifications. According to them the management had formulated a policy of cadre scheme for Telephone Operators by order dated 8-12-82. It is submitted that till the formulation of the said cadre scheme there was no separate cadre for Telephone Operators and they were all in Clerical Grade II. In the year 1977, however, as per Circular of the BCCL Telephone Operators who were Matriculates were given Clerical Grade I while non-Matriculates were given Clerical Grade II as till then Telephone Operators were treated as clerical staff. A cadre scheme for

clerical staff was also framed in the same years under which Telephone Operators were also placed in clerical cadre and after the formulation of cadre scheme of Telephone Operators, those Telephone Operators who were in Grade I were given corresponding scale and grade which is technical grade C while clerical Grade II were given technical Grade D as the pay scale of both these cadres were the same. It is further stated that Departmental Promotion Committee (D.P.C) for considering promotion from clerical Grade II to Grade I was held in 29-6-77 in which as many as 101 Grade II clerks were considered for promotion out of whom 67 persons were recommended for promotion to Grade I clerk but the concerned workmen were not found suitable for the same because they were much junior and were not eligible for promotion at the relevant period. It is submitted that even at present in the seniority list of Clerk Grade II Sri Jagarnath Prasad and Brijal Dubey stand at S. Nos. 33 and 35 respectively and in that view of the matter also they cannot be promoted superseding the claim of others who are senior to them. Further it is stated that a D.P.C for promotion of Telephone Operators as the circular dated 16-12-82 has not been formed and the cases of the workmen concerned may be considered for promotion in due course of time if they are found suitable for the same.

7. On the above grounds it is contended that the Reference be decided in favour of the management.

8. The point for consideration is as to whether the demand of the concerned workman that they should be promoted to clerical Grade I is justified. If so to what relief they are entitled.

9. It is not denied that the concerned workmen after they became Telephone Operators were placed in Clerical Grade II. According to WW-1 one of the concerned workman, Telephone Operators from 1974 till 1977 were in Clerical Grade II. MW-1 who is the Personnel Manager of B.C.C.L. has however stated that as the Wage Board did not recommend any pay scale for Telephone Operators they were treated as Ministerial staff and some of them were in Grade I while others were in Gr. II. It appears that the management issued an office Order dated 7-4-77 by which cadre scheme for Telephone Operators was drawn up and it was decided that Telephone Operators who have passed School Final or equivalent examination should be placed in clerical Grade I and they will operate PBX having more than 10 internal/extension lines and those who were non-Matriculates should be allowed clerical Grade II for operating PBX with less than 10 internal connections. On this basis the concerned workmen who were non-Matriculates were placed in clerical Grade II while other Telephone Operators who were Matriculates and even junior to the concerned workmen workmen were placed in Clerical Grade I. The concerned accepted the position and continued to work in clerical Grade II. They did not raise any objection nor they challenged that the said circular of the B.C.C.L. was illegal and arbitrary and there should be no discrimination for workmen performing the same type of job. If the concerned workmen were dissatisfied with the said classification made by the management they should have taken the said issue then and there and should not have waited till 1983 when the present dispute was raised. Thereafter another circular was issued on 20-6-77 (Ext. W-2) which prescribed the promotion policy for Ministerial cadre in B.C.C.L. It also constituted a D.P.C. for considering promotion from one grade to another. This cadre scheme would show that the Telephone Operators were also included in the ministerial cadre though admittedly they were not required to do any clerical work. The minimum qualification for appointment to the clerical post was fixed as Matriculate but it was provided that in case of departmental candidates the educational qualifications will not be a bar in departmental promotion. According to the Management after this cadre scheme a D.P.C. was held in 1977 and certain promotions were given but the concerned workmen were not found eligible for the same. They were admittedly in clerical Grade II at that time. Now if the concerned workmen were dissatisfied with the recommendation of the D.P.C. they should have raised an industrial dispute shortly thereafter, but they kept quiet. On the basis of the said cadre scheme of clerical staff seniority list was prepared for Grade I and Grade II clerks in the year 1982 which have been marked Exts. M-3 and M-31. They would indicate that the concerned workmen are much lower

in the seniority list of clerical Grade II. Cadre scheme clearly provides that promotions would be given from lower to higher grade on the recommendation of the D.P.C. The D.P.C. did not consider the concerned workmen fit for promotion. There is no evidence on the record to show that the D.P.C. committed any irregularity or acted unfairly.

10. Thereafter by circular dated 8-12-82 (Ext. W-3) a cadre scheme for Telephone Operators was formulated and it was ordered that the present incumbents may initially be regularised as per the said cadre scheme. Minimum qualifications for the telephone operators was fixed as Matriculate. As per this scheme the telephone operators were treated as technical staff and it will appear that Grade C correspond to clerical Grade I while Grade D correspond to clerical Grade II so far as pay and other emoluments are concerned. As per the said cadre scheme an office order was issued on 16-12-82 (Ext. W-2) by which the telephone operators who were in clerical Grade I were given clerical Grade C while telephone operators who were in clerical Grade II were given technical Grade D. Admittedly no objection was raised then also and according to the management the said cadre scheme of telephone operators have been implemented. It appears that when the workmen concerned found that they had been put in technical Cadre D and the minimum qualification for telephone operators has been fixed as Matriculate for promotion also they raised the present dispute.

11. It is no doubt stated by them in the written statement that they made representation soon after two grades for telephone operators were formulated in 1977 but I do not find any such representation. The earliest representation is of December '79 filed by Sri Jagarnath Prasad marked Ext. W-4/2, but this was also a prayer for giving him promotion in clerical Grade I.

12. As stated earlier telephone operators were put in two scales as early as April, 1977 and till 1983 that is for a span of six years no dispute was raised by the union or the concerned workmen challenging the said circular of the management regarding cadre scheme for telephone operators. In fact telephone operators were given their due grade on the basis of the said scheme and they are acting as such. At this stage if the said circular is challenged then that will lead to several complications and create industrial unrest. A person who was given a higher grade on the basis of the said scheme cannot now be said to come down and become junior to the concerned workmen who has got lesser qualification. It is a very stale claim and the demand of the concerned workman cannot be accepted.

13. Further it is well settled that promotion is a matter within the jurisdiction of the management and the Tribunal cannot interfere with the same unless it be that serious illegality or irregularity has been made by the management. But in that case also order for promotion cannot be made. It is the definite case of the management that there was a D.P.C. in 1977 in which the concerned workmen were not found fit or eligible for promotion to clerical grade I.

14. One of the plea taken by the management is that the concerned workmen are working in the Head Office which is not a mine and hence the Central Govt. is not the appropriate Government to make Reference. But it will appear that the coal industry has been declared to be controlled industry and for controlled industry the Central Government is the competent authority to make the Reference. In the ruling report in Vol. 3 S.C.L.J. page 2002 the Hon'ble Supreme Court held as follows :—

"In this connection it is hardly necessary to emphasise that in the modern world industrial operations have become complex and complicated and for the efficient and successful functioning of any industry, several incidental operations are called in aid and it is the totality of all these operations that ultimately constitutes the industry as a whole. Wherever it is shown that the industry has employed an employee to assist one or the other operation incidental to the main industrial operation, it would be unreasonable to deny such an employee the status of a workman on the ground that his work is not directly concerned with the main work or operation of the

industry. Held that Malis looking after the gardnes attached to the bungalows occupied by officers of any industrial concern are workmen within the meaning of the Section 2(s) of the Act".

In this view of the matter it cannot be held that the Reference is untenable.

15. Considering the evidence on record, I hold that the demand of the concerned workman that they should be promoted in clerical Grade I is unjustified. In the circumstances they are not entitled to any relief.

16. The award is passed accordingly.

J. N. SINGH, Presiding Officer.
[No. L-20012(154)/83-D. III(A)]

का. अ. 760.—श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत कोकिंग कॉल लि. की बलिहारी कोलियरी के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रौद्धोगिक विवाद में केन्द्रीय सरकार श्रौद्धोगिक अधिकारण नं. 2, धनबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 5-2-1985 को प्राप्त हुआ था।

S.O. 760.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Balihari Colliery of Messrs Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 5th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 6 of 1983

In the matter of Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

PARTIES : Employers in relation to the management of Balihari Colliery of Messrs Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the employers : Shri G. Prasad Advocate.

On behalf of the workmen : None.

STATE : Bihar INDUSTRY : COAL
Dated, Dhanbad, the 30th January, 1985

AWARD

The Government of India in the Ministry of Labour & Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(258)/82-D. III(A), dated the 11th February, 1983.

THE SCHEDULE

"Whether the action of the management of Balihari Colliery of Messrs Bharat Coking Coal Limited in reverting Sarvashri Mahadeo Mahato, Token Mahato, Gehan Bhua, Mathura Bhua, Kanchan Bhua and Mithu from the posts of Hammermen in Category-III to the posts of Category-I Mazdoor is justified ? If not, to what relief the said workmen are entitled ? "

After issuance of notices W.S. was filed on behalf of the management but no W.S. was filed on behalf of the workmen. It appears that 20 adjournments have been given but yet no W.S. was filed on behalf of the workmen. Regd. notice were issued on 7-8-84 and 10-12-84 to the workmen but even then there was no response. As no W.S. was filed on behalf of the workmen it appears that they have no case to present before the Tribunal and as such the case was closed and Shri G. Prasad Advocate representing the management was heard.

In view of the fact that the workmen did not file their W.S. it appears that they have no case and accordingly I hold that the action of the management of Balihari Colliery of M/s. Bharat Coking Coal Ltd. in reverting the concerned workmen from the post of Hammermen in Cat. III to the post of Cat. I Mazdoor is justified and they are not entitled to any relief.

This is my award.

I. N. SINHA, Presiding Officer.
[No. I-20012(258)/82-D. III(A)]

का. अ. 761.—श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत कोकिंग कॉल लि. बी ईस्ट कॉलस कोलियरी के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रौद्धोगिक विवाद में केन्द्रीय सरकार श्रौद्धोगिक अधिकारण, नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-1985 को प्राप्त हुआ था।

S.O. 761.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of East Katras Colliery of M/s. Bharat Coking Coal Ltd., and their workmen, which was received by the Central Government on the 5th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 21 of 1983

In the matter of Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of East Katras Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate.
On behalf of the workmen—Shri J. D. Lall, Advocate.

STATE : Bihar INDUSTRY : Coal

Dated, Dhanbad, 29th January, 1985

AWARD

The Government of India in the Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. I-20012/234/82/D-III(A), dated, the 16th March, 1983.

THE SCHEDULE

"Whether the demand of Secretary, Bihar Colliery Kamgar Union (CITU), Katras Branch (Dhanbad) for departmentalisation of twenty one clay cartridge makers, as per Annexure, by the management of East Katras Colliery of Messrs Bharat Coking Coal Limited is justified? If so, to what relief are these workmen entitled?"

ANNEXURE

Sl. No. Name of the workmen

1. Smt. Shanti Kamin
2. Smt. Sonwa Kamin
3. Smt. Chinta Kamin
4. Sri Rambalak Choudhury
5. Sri Rajkumar Choudhury
6. Sri Satendra Das
7. Sri Ramdhani Choudhury
8. Sri Moti Sonar
9. Sri Roshan Bhuria
10. Sri Ashok Thakur
11. Sri Basdeo Bhuria
12. Sri Faguni Kamin
13. Sri Jodban Bhuria
14. Sri Shankar Nayak
15. Sri Jatal Bhuria
16. Sri Bodhi Gope
17. Sri Ramayan Rewani
18. Sri Dhaneswar Sonar
19. Sri Shyam Das
20. Sri Ramkhetawan Das
21. Smt. Champa Kamin

The case of the workmen is that 21 concerned workmen named in the annexure to the schedule of the reference have been working regularly as Clay cartridge makers since before the nationalisation of the Coal Mines in East Katras Colliery of M/s. B.C.C. Ltd. on permanent basis. They have been working as other workers of East Katras Colliery. They were being paid on piece rated basis at the rate of Rs. 8 per thousand of Clay cartridges made by them. But the bill is prepared in the names of the only three of the concerned workmen, namely Shanti Kamin, Champa Kamin and Moti Sonar and they distribute the wages to all the concerned workmen after collecting their wages from the management. The concerned workmen do not get any other benefit enjoyed by the other workers of the colliery except the wages stated above. They are being exploited and deprived of their rightful wages and other benefits enjoyed by other workmen of the colliery and the management has been indulging in unfair labour practice. In all other collieries of M/s. B.C.C. Ltd., clay cartridge makers are employed on regular basis as departmental workers and paid Cat. I wages as per Coal Wage Board Recommendation and NCWA-I and II but the concerned workmen are getting the wages @ Rs. 8 per thousand clay cartridges and thus they are hardly getting Rs. 8 per day. The R.C.K. Union raised an industrial dispute for the departmentalisation of the concerned workmen before the ALC(C) Dhanbad. The management filed their reply before the ALC(C) stating that the concerned workmen are contractors workers and are not the workmen of the colliery. The concerned workmen are not the workers of any contractor and the plea of the management raised before the ALC(C) was not true. The concerned workmen worked in the colliery premises during working hours of the colliery and are supplied with all the necessary materials implements for making clay cartridges which are used underground for blasting coal. The clay cartridge making is a permanent and regular job of the colliery and forms integral part for the extraction of coal from the coal mines. There is a relationship of employer and employee between the management and the concerned workmen and the management's plea that the concerned workmen are contractors workers is a camouflage to cover the real relationship of employer and employee between them and deprived them of their statutory wages and other benefits enjoyed by other regular workers. The

Supreme Court have laid down the criterion for determination of the relationship between the employer and the employee which are all fulfilled in the case of the concerned workmen. On the above plea it has been submitted on behalf of the concerned workmen that their demand for departmentalisation and regularisation as Clay Cartridge makers is fully justified and that they are entitled to the difference of wages from the date of nationalisation.

The case of the management is that before the introduction of solid blasting in the Coal Mines for the first time in the year 1973, the use of explosive in Coal Mines was limited in certain cases only. The solid blasting was introduced in East Katras Colliery in the year 1976, after obtaining permission from the Office of the D.G.M.S. by the letter dated 1-11-76. For the purpose of the solid blasting explosives, clay cartridges, detonators, safety fuse, shot-firing cables, etc. are needed and all these materials are purchased from the open market. The clay cartridge are earthen pellets of cylindrical in shape with 25 mm in diameter and 15 to 20 cm in length and locally prepared from the clay available on the surface without any cost. The other materials required for solid blasting are manufactured in specialised factories. The management purchases all the materials required for blasting from the sellers and the management has no relationship with the workmen of those sellers. In coal mines a large number of materials are required and the same are purchased from the market. To meet urgent demand and to supplement the shortages the management employs some workmen to manufacture some of the articles in the colliery workshop. Out of 21 persons named in the annexure to the schedule of the reference Smt. Santi Kamin, Smt. Chinta Kamin and Moti Sonar have been supplying clay cartridges whenever needed by the management and the rest of the persons named in the annexure are strangers having no connection whatsoever with the management and they want to enter into the services of the management claiming to be the associates of the aforesaid three suppliers. The suppliers are paid the value of the clay cartridges Rs. 9/- per thousand on voucher in the same manner as the suppliers of other materials. The clay cartridges makers are not selected or recruited by the management. They are not under the control or supervision of the management. They have no fixed hours of duty and they are not engaged within the colliery premises. The management has no concern with them and there is no element of employer and employee relationship. They prepare clay cartridges at their own option and at their own convenience and sell the same to the management. They keep the stocks of clay cartridges and after selling the same again make clay cartridges and stock for further sell. They work in an irregular way in preparing the clay cartridges. The demand of the workmen amounts to forcing the management to manufacture clay cartridges itself and to departmentalise the concerned workmen who are sellers of clay cartridges out of whom except three of them all others are complete strangers. On the above plea it has been submitted on behalf of the management to pass an Award holding that the concerned workmen are not entitled to the relief prayed for by them.

The point for consideration is whether the demand for the departmentalisation of the concerned workmen as Clay cartridge makers is justified.

The workmen have examined two witnesses and the management has examined one witness in support of their respective cases. The workmen have exhibited W-1 to W-5 and the management have exhibited Ext. M-1 to Ext. M-3 in support of their respective cases.

The case of the workmen is that the concerned workmen have been working as clay cartridge makers regularly on permanent basis since before nationalisation of East Katras Colliery and the management is not treating them as regular workmen of the Colliery. The case of the management on the other hand is that the concerned workmen are not their workmen but just their suppliers of clay cartridge at agreed rates. Thus the paramount question to be decided in this reference is whether there is relationship of master and servant between the concerned workmen and the management. It is a question of fact to be determined on the basis of evidence adduced on behalf of the parties whether there is a relationship of master and servant between the concerned workmen and the management. In general selection of the workmen by the employers coupled with payment of wages or remuneration by

the management, a right of the management to control the method of work, manner in which they have to work, power of supervision, power of the management to take disciplinary action against the workmen are some of the relevant factors indicative of the relations of master and servant between the management and the workmen. Ordinary the right of an employer to control the method of doing the work and the power of superintendence and control may be treated as strongly indicative of the relation of master and servant as that relation imports power not only to direct the doing of some work, but also the power to direct the manner in which the work has to be done. If the employer has the power, *prima facie*, the relation is that of master and servant. In the background of the above principles we have to examine the evidence adduced by the respective parties regarding the relationship of master and servant.

WW-1 Shri Moti Sonar is one of the concerned workmen named in the annexure to the schedule of the reference. He has stated that all the concerned workmen are working as clay cartridge makers along with him continuously since 1970. He has stated that they prepare the clay cartridge on the surface of East Katras Colliery, during the fixed hours from 8 in the morning till 4 in the evening and that the management provides them with clay and other materials for the preparation of clay cartridges. He has further stated that after preparing the clay cartridges they store it in the attendance cabin in the colliery from where clay cartridges are taken for its use in the colliery. He has stated that on being sick they get treatment in the colliery hospital and he has also produced some prescriptions which were issued by the hospital of BCCL at Katras, Ext. W-1 to W-1/2. According to him there is no other person who prepares clay cartridges in the colliery for the management and that in the other collieries of BCCL the clay cartridges makers are regular workmen of BCCL. He has denied that they prepare the clay cartridges at their own place and sell it to the management. It will appear from the evidence of WW-2 Shri Barhan Das Branch President of B. C. K. U. Katras that the concerned workmen did not get any appointment letter and no identity card had been issued to them. WW-1 has also stated that they did not get any appointment letter, and identity card and the payment is made on voucher @ Rs. 8 per thousand on the basis of counting of clay cartridges. It will thus be clear from the evidence of the witnesses examined on behalf of the workmen that the concerned workmen had not received any appointment letter or identity card to show that they had been appointed to work as clay cartridge makers. The management therefore had not exercise any power of selection in appointing them as clay cartridge makers.

Admittedly, the concerned workmen were not paid wages or remuneration for the work of clay cartridge makers. They were paid @ Rs. 8/- per thousand clay cartridge and the payment was made on vouchers after counting the number of clay cartridges prepared by them. The concerned workmen do not claim any attendance of theirs which was being maintained by the management and as such it cannot be said that they were on the rolls of the employment of the management. Admittedly, the concerned workmen were not getting wages and other remuneration as is being paid to the other workmen of colliery. In the absence of any attendance register it is not possible to show that the concerned workmen were continuously working on only the days on which collieries were working. In view of the fact that the concerned workmen were not paid remuneration or wages and that they were paid on the basis of vouchers after accounting the number of clay cartridges supplied by them it will appear that the element of the relationship of master and servant was lacking.

The evidence of WW-1 shows that they are working as clay cartridge makers since 1970 and that they prepare the clay cartridges on the surface of East Katras Colliery. From his cross-examination it will appear that there is no paper to show that any materials for making clay cartridges were issued to them from the colliery. He has also stated that no charge-sheet was issued by the management against them at any time which shows that the management had never exercised any disciplinary control over the working of the concerned workmen. He has stated that there is no paper to show that the management had granted them leave whenever they had gone on leave. It shows therefore that the management was

not exercising its control of attendance on the concerned workmen. He has further stated that they did not get any office order to work from 8 A.M. to 4 P.M. It is clear, therefore, that the management had not fixed any hour of work by the clay cartridge makers. He has stated that they make the clay cartridges manually with their hands in which model, tanta and baskets are required. Had the management issued any implements like Kudat, Gara and Taski for the preparation of the clay cartridges to the concerned workmen the same would have been issued from the stock of the colliery and it would have been mentioned in the registers but WW-1 has clearly stated that they have no paper to show that materials were issued to them from the colliery. WW-2 has stated in his cross-examination that they do not possess any register to show the date when the management had provided with clay to the concerned workmen although in his examination-in-chief he has stated that the management supplies clay, water etc. to the clay cartridge makers. WW-2 has stated that the concerned workmen work at the mouth of pit heads numbering about two or three at each pit mouth. It will thus appear that the concerned workmen were preparing clay cartridges at different places. WW-1 has also stated that the management provides them with clay. As I have already stated that WW-2 has stated that they do not possess any register to show to the date when the management had provided with clay to the concerned workmen. It is clear that the clay was not supplied by the management to the concerned workmen. Had the clay been supplied to the concerned workmen the same must have been supplied through some vehicles or bullock carts and in that case there must have been some register to show the supply of clay through vehicle or bullock cart to the concerned workmen at the different pit heads. It will thus be clear that the management does not supply any material to the concerned workmen for the preparation of clay cartridges. There is also no definite evidence to show exactly the place on the surface of the Coal Mines where clay cartridges are prepared. It is well known that BCCL has mining right underground and that on the surface it has only a limited area of its own, and rest of the surface area does not belong to the colliery. If the concerned workmen were preparing clay cartridges on the surface beyond the surface area of the colliery it cannot be said that the colliery was supplying them with clay or that colliery had allowed them to prepare the clay cartridges from the clay out of the surface right belonging to them. It cannot therefore be said in the absence of definite evidence that the management was supplying clay or had allowed to use its surface for the preparation of clay cartridges to the concerned workmen.

It has been submitted that the concerned workmen were being treated as the workmen of the colliery in as much as in case of their sickness they were being treated by the hospital or dispensary of the colliery. WW-1 has stated that being sick they get their treatment in the colliery hospital and produced the prescriptions Ext. W-1 to W-1/2 issued by the hospital of BCCL at Katras. Three prescriptions of the hospital no doubt show that Moti Sonar, Sonwa Kamin and Shanti Kamin had been treated in East Katras Colliery dispensary but the genuineness of these three prescriptions are very suspicious. All the three prescriptions appear to be of the very same date. On careful perusal it will appear that all the three prescriptions were dated 13-11-84 but the month 11 has been super imposed with two to denote that the same was issued on 13-2-84. One may ask a question as to what was the necessity of making this interpolation in the month of the prescription. It appears that WW-1 was examined on 13-11-84 and it was on that date that these prescriptions were obtained from the dispensary and apprehending that an objection may be made on the ground that prescription is of recent origin, interpolation in the month of the prescription was made to denote that it was issued on 13-2-84. A forgery like any other crime leaves some trails for its detection. MW-1 Shri Sukumar Mukherjee who is Superintendent of East Katras Colliery in his cross-examination has given reasons of his own stating that Ext. W-1 series are not genuine because the prescription W-1 series are dated 13-2-84 and are signed by Dr. L. K. Jha but on 13-2-1984 Dr. Jha was not the Doctor of East Katras Colliery and Dr. Roy was the doctor of the said dispensary on 13-2-84. He has further stated that Dr. Jha is presently posted at East Katras Colliery dispensary. It will appear from his evidence as well that the prescriptions Ext. W-1 series are signed by Dr. Jha who is presently posted at East Katras Colliery dispensary and that Dr. Jha was not posted there on 13-2-84 when the prescriptions now purport

to have been issued. From his evidence also it will appear that the prescriptions were not dated 13-2-84 as at that time Dr. Jha was not the doctor of East Katras Colliery. In my opinion, the production of such forged and fabricated papers in the Tribunal has to be discouraged otherwise the Tribunal may be overflooded with forged, manufactured and fabricated documents. In view of the discussion made above no reliance can be placed on Ext. W-1 series that concerned workmen were being treated in the colliery dispensary. Had they actually been treated in the colliery dispensary, they could have produced other prescriptions of dates prior to the date of reference to show that they were treated by the dispensary doctors. In my opinion the dispensary of the management did not treat the concerned workmen as the workmen of the management.

The clay cartridges are earth pellets of cylindrical shape with 20 M.M. in diameter and 15 to 20 C.M. in length prepared from the clay. The preparation of the clay cartridges does not require much skill in its preparation. WW-1 does not say that any of the Officers of the management used to supervise their work or the management was exercising any right regarding the manner in which the concerned workmen have to work in preparation of the clay cartridges. MW-1 has stated that the concerned workmen do not work within the colliery premises and their work is not supervised by the colliery management. He has also stated that the management do not supply the earth through dumper for the preparation of the clay cartridges. He has also denied that any material is supplied by the management for the preparation of the clay cartridges. He has stated that no one is appointed by the management to supervise the work of the concerned workmen at the spot and that the management do not take any disciplinary action against them. He has stated that the persons who supply the clay cartridges bring it to the colliery office and clay cartridges are accounted by the Asstt. Manager and take the clay cartridges according to their requirement and explosive carriers to the mines. He has further stated that the Supervisor estimates the total number of clay cartridges supplied and prepares the bills and thereafter payment is made on the basis of vouchers. He has stated that Ext. M-1 series have been written by the Supervisors.

The evidence of MW-1 does not show that there was any relationship of employer and employee between the management and the concerned workmen.

It has been stated by the workman that in other collieries of BCCL the clay cartridge makers are regular workmen but WW-1 in his cross-examination has stated that he has no knowledge about the working of other collieries. Even if clay cartridge makers were regular workmen in other collieries of BCCL that in itself cannot be a ground for holding that the concerned workmen are the regular workmen of East Katras Colliery. It all depends on the consideration of materials and relevant circumstances having a bearing on the question.

A controversy has arisen as to when blasting system was started in East Katras Colliery. According to WW-1 and WW-2 blasting system started in East Katras colliery in 1970 since the erstwhile management while according to the management the solid blasting was introduced in East Katras Colliery in the year 1976. The management has produced Ext. M-3 which is the permission for solid blasting in Coal issued by the Office of the D. G. M. S. dated 1-11-76. It will appear from this permission that the East Katras Colliery was given permission for solid blasting in coal with explosives in the year 1976. The workmen have produced one register Ext. W-5 which shows that clay cartridges were being supplied by Shanti Kamin since 24-4-76 in 1/11 incline of 11 Seam, 10A incline of 9 Seam and 1/10 incline of 10 Seam. This register is a register of daily account of clay cartridges maintained by the management bearing the signature of Asstt. Manager and Manager in respect of the account of Shanti Kamin. This has been filed to show that the blasting had started earlier than the issuance of permission by the office of the D.G.M.S. This register no doubt shows that clay cartridges were being supplied to the management since 24-4-76. It is in the evidence that clay cartridges are used for blasting coal and it appears, therefore that blasting of coal had started sometime before the issuance of permission by the office of the D.G.M.S. a few months before. But the fact whether the blasting started after the issuance of the

licences or a few months before it is not of much importance for the determination of point in issue and it cannot solve the mystery of the fact that the concerned workmen were the employees of East Katras Colliery.

The workmen have exhibited W-2 resolution of Bihar Colliery Kamgar Union and W-3 minutes of discussion between the union and the management on 5-7-82. Item No. 1 of Ext. W-3 relates to the facts that the union's representative demanded that the clay cartridge makers who are working since the time of nationalisation should be regularised in the Company's roll but inspite of repeated requests no action was taken by the management. The discussion/decision was that the General Manager stated that clay cartridges are purchased as store materials like country tiles, bricks etc. from the contractors and as such persons engaged in making such materials cannot be taken in Company's roll. The General Manager, however, agreed to refer this case to the Headquarters for advice. Ext. W-4 dated 26-2-82 is a letter from the Agent, East Katras Colliery to the General Manager, Katras Area in which it is stated that clay cartridges are being made by contractor who is employing about 18 to 20 persons from whom clay cartridges are being purchased and that a decision as per Company's policy should be taken at the earliest. Thus none of these papers show that the management had ever accepted the concerned workmen as their regular workmen and the management had always treated them as suppliers of clay cartridges.

It is admitted that the workmen were prepared in the name of only three of the workmen namely Meu Sonar, Santi Kamin and Champa Kamin and there is no mention of the name of any other workmen named in the annexure to the schedule of the reference and it is difficult to say that all other named workmen except Santi Kamin, Champa Kamin and Meu Sonar were supplying the clay cartridges to the management. There is no document to show that the other workmen than the three named above were actually preparing clay cartridges which were being supplied by the three contractors.

In view of the discussion made above I do not find that the concerned workmen were the workmen of the management and it appears that they are mere suppliers of clay cartridges at a fixed rate.

The learned Advocate appearing on behalf of the workmen has cited the celebrated judgement of the Hon'ble Supreme Court reported in 1978 LAB. I.C. 1264. The facts of the said case are different from the facts of the present case. In the said case a number of workmen were engaged to make rope from within the factory but those workmen were hired by the contractors who had executed agreement with the management to get such work done. In the said case the raw materials were supplied by the management, the place of work of the workmen were the factory premises belonging to the management and the equipment used also belonged to the management. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. In the present case before us there is no established evidence that the concerned workmen were working within the mining premises and that any materials were supplied by the management for the preparation of clay cartridges. There is also no evidence that the management had control and supervision over the work and the manner in which the work has to be done by the workmen. The facts of the present case are quite different from the facts of the case reported in 1978 LAB. I.C. 1264 and the principles decided in the said case are not applicable to the present case.

Taking the entire facts, evidence and circumstances of the case into consideration I hold that the demand of the Secretary, Bihar Colliery Kamgar Union, Katras Branch for the departmentalisation of the 21 days clay cartridge makers by the management of East Katras Colliery of M/s. Bharat Coking Coal Limited is not justified and as such the concerned workmen are entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012(234)/82-D.II(A)]

नई दिल्ली, 14 फरवरी, 1985

का. आ. 762.—श्रीधार्मिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन इंडस्ट्रियल एंड स्टील कं.लि. की नूनूदीह-जीतपुर कालियरी के प्रबंधनतंत्र में सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधार्मिक विवाद में केन्द्रीय सरकार श्रीधार्मिक अधिकरण, नं. 3, धनबाद पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 2-2-1985 को प्राप्त हुआ था।

New Delhi, the 14th February, 1985

S.O. 762.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 3, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Noonudih-Jitpur Colliery of M/s. Indian Iron & Steel Company Limited, and their workmen, which was received by the Central Government on the 2nd February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 14/84

PRESENT :

Shri J. N. Singh, Presiding Officer

PARTIES :

Employers in relation to the management of Noonudih-Jitpur Colliery of M/s. Indian Iron & Steel Co. Ltd.

AND

Their workmen

APPEARANCES :

For the Employers—Sri R. S. Murthy and Sri A. Banerjee, Advocates.

For the Workmen—Shri D. K. Verma

INDUSTRY : Coal

STATE : Bihar

Dated, the 29th January, 1985

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the above dispute to this Tribunal for adjudication under Order No. 1-20012 (295)/83-D.III(A) dated the 6th February, 1984.

SCHEDULE

“Whether the action of the management in not upgrading 72 employees of Noonudih-Jitpur Colliery of M/s. Indian Iron & Steel Co. Ltd., listed in the Annexure below, to the next higher category is justified? If not, to what relief are these workmen entitled?”

ANNEXURE

1. Shri Ramjit Singh
2. Shri A. P. Gupta
3. Shri Anadi Karmkar
4. Shri D. Thakur
5. Shri N. N. Singh
6. Shri K. N. Ghosh
7. Shri Samsuddin

8. Shri R. N. Singh
9. Shri J. P. Singh
10. Shri B. N. Ghosh
11. Shri S. K. Dhaulaidee
12. Shri H. K. Jha
13. Shri Chatlal Mahto
14. Shri Shivmuni Ram
15. Shri Ramji Tiwari
16. Shri Ramji Mallah
17. Shri Thakur Das
18. Shri Ramesh Tiwari
19. Shri D. K. Dutta
20. Shri S. K. Chatterjee
21. Shri Sarjoo Sharma
22. Shri S. R. Singh
23. Shri Parmeshwar
24. Shri S.N. Mishra
25. Shri G. K. Pathak
26. Shri Bimaldeo Kumar
27. Shri Jagdish Lohar
28. Shri Nilkanth
29. Taj Mohammad
30. Shri Md. Ali
31. Shri S. N. Singh
32. Shri J. K. Ojha
33. Shri Md. Abbas
34. Shri Tulshi Choudhury
35. Shri Jagir Singh
36. Shri Ab. Jabbar
37. Shri Md. Ffzal
38. Shri Jainul Khan
39. Shri Ali Asgar Khan
40. Shri Mukhlall Choudhury
41. Shri L. N. Dubey
42. Shri Md. Usman
43. Shri K. Tiwari
44. Shri Gopal Kaur
45. Shri V. P. Jha
46. Shri Tilak Dhar
47. Shri Hibzul Rahaman
48. Shri K. Kundu
49. Shri Senapati Bauri
50. Shri S. Acharjee
51. Shri Bharat Satnami
52. Shri R. L. Prasad
53. Shri S. Kaur
54. Shri Jagdish Lohar
55. Shri Reezu Rawani
56. Shri D. P. Singh
57. Shri Gopal Singh
58. Shri Dhiren Karammar
59. Shri Chandrika Pandey
60. Shri Gheddi
61. Shri Madhu Sudan Mahto
62. Shri S. N. Mishra
63. Shri J. Nandey
64. Shri Mohan Singh
65. Shri Hiralal
66. Shri S. G. Das
67. Shri Mundrika Ram
68. Shri Nandu Singh
69. Shri B. Sarkar
70. Shri Amal Ghosh
71. Shri Nibaran Roy
72. Shri Bhagirath Goshwami

2. On 28-1-85 both the parties have filed a joint petition of compromise duly signed on their behalf with a prayer to pass an award in terms of the settlement.

3. I have gone through the terms of the settlement which is beneficial for the workmen.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

Enc. : Settlement

J. N. SINGH, Presiding Officer.
[No. L-20012(295)/83-D.III(A)]

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 14 of 1984

PARTIES : Employers in relation to the Management of Noonodih-Jitpur Colliery of M/s. Indian Iron & Steel Co. Ltd., Jitpur, Dist. Dhanbad.

Vs.

Their workmen represented by Coal Mines Engineering Workers Association.

PETITION OF COMPROMISE

In the matter of adjudication over the above dispute, both the parties have agreed to settle their differences amicably after mutual discussions and the following terms have been agreed to resolve the issue :—

- (1) It is agreed that S/ Shri Soomini Ram, P.No. 02294, Chetlal Mehto, P.N. 02295, Thakur Das, P.No. 02911, D.K. Dutta, P.No. 2437, Ramesh Tiwari, P. No. 02935, Electricians and Madhusudan Mahato, P. No. 01873, Fitter, all in Category IV, to be promoted to the post of Electrician/Fitter in Cat. V as they have been found suitable by the Departmental Promotion Committee.
- (2) It is agreed that the remaining 61 Electrician/Fitters/Welders/Blacksmith/Machinists of Cat. V, he shall appear before the Departmental Promotion Committee to assess their suitability for consideration of their promotion to the post of Electrician/Fitter/Blacksmith/Welder/Machinist in Cat. VI.
- (3) It is agreed that the cases of Shri Raju Rewani and Kamleshwar Tiwary shall not be considered as concerned workmen are no longer in Jitpur roll on account of retirement and transfer, respectively.
- (4) It is agreed that in all cases the norms and conditions as laid down in the Cadre Scheme for Engineering Personnel as formulated by the JBCCI under NCWA-II shall be observed.
- (5) It is agreed that all promotion cases in respect of item No. 1 & 2 as above shall be made effective from 1-1-1985.
- (6) This settlement shall resolve/ Settle all dispute relating to the case pending before the Tribunal No. 3, Dhanbad under reference 14/84.

That since the above terms and settlement forming the petition of compromise are fair and reasonable and both the parties have jointly agreed and accepted the same, the compromise petition is filed before the Hon'ble Tribunal.

That both the parties, therefore, pray that the Hon'ble Tribunal will be pleased to record this compromise petition and give its award in terms thereof and a copy of this compromise petition may be made a part of the Award.

FOR & ON BEHALF OF EMPLOYERS

1. (S. A. JHA)
Area Manager
Noonodih-Jitpur Colliery
2. Mohit Mukherjee
Manager (Personnel)

Witness

1. (D. DUTT)
Engineer (Gonoh)
Jitpur Colliery

2. (R. MOHAN)
Dy. Manager (Personnel)
Jitpur Colliery.

FOR & ON BEHALF OF WORKMEN/UNION

1. (RAMJIT SINGH)
Secretary
G.M.E.W.A., Jitpur Branch
(NUNUALI PRASAD)
President

- C.M.F.W.A., Jitpur Branch
Witness :

1. BIMALDEO KUMAR
2. B. H. SINGH

का. शा. 763.—श्रीदीगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार, टाटा अयरन एण्ड स्टील कं. लि. की सिंगारा कालियरी के प्रबंधनंतर से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीदीगिक विवाद में, केन्द्रीय सरकार श्रीदीगिक प्रधिकरण, नं. 3, धनबद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-1985 को प्राप्त हुआ था।

S.O. 763.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 3, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sijua Colliery of M/s. Tata Iron & Steel Company Limited, and their workmen, which was received by the Central Government on the 5th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 7/84

PRESENT:

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd., Dhanbad.

AND

Their workmen

APPEARANCES :

For the Employers—Shri S. S. Mukherjee, Advocate.

For the Workman—Shri J. P. Singh, Advocate.

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 29th January, 1985

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S. 10(1)(d) of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/308/83-D. III(A) dated the 10th January, 1984.

SCHEDULE

“Whether the action of the management of Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd., Dhanbad in terminating the services of Sri Sahabuddin Khan, Piece-rated stone cutter from 19th February, 1983 without any notice was justified? If not, to what relief is this workman entitled?”

2. This Reference has been made at the instance of the workman himself. The concerned workman is Sri Sahabuddin Khan and his case is that he was employed as a temporary

piece-rated Stone-cutter with effect from 10th February, 1981 in Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd. The job of stone cutter according to him is an underground job requiring regular employment of stone cutting. But inspite of the fact that it is a permanent and continuous part of coal mining operation, the management have so arranged that in a particular year the workman working underground may not complete 190 days in a calendar year and accordingly in none of the years the workman was employed for 190 days in a year and thereafter he was stopped from service with effect from the date mentioned above.

3. It is further stated that for this unfair labour practice the recognised union of Sijua Colliery viz Rashtriya Colliery Mazdoor Sangh made agitation against keeping stone cutters as temporary and wanted them to be given permanent status. It is, however, submitted that some settlement was arrived at between the Rashtriya Colliery Mazdoor Sangh and the management but the same is not binding on him as he was never a member of that union and therefore he has raised the dispute in his individual capacity. It is submitted that his services has been abruptly terminated without notice or payment of retrenchment compensation and hence he should be reinstated with full back wages.

4. According to the management, however, the concerned workman was employed as a temporary piece-rated stone cutter on a purely temporary basis and he was employed in the job depending upon exigency of work and that the said job is not a continuous one. It is further stated that since the services of the concerned workman was not required he was not engaged further from 19th February, 1983. It is further submitted that the concerned workman did not complete 190 days of attendance in any calendar year and that he had put in attendance of 176 days in 1981, 135 days in 1982 and 145 days in the present 12 months from 19th February, 1983.

5. It is also the case of the management that they decided not to engage further temporary piece-rated stone-cutters, temporary Category I mazdoor and temporary miners with effect from 16th February, 1983. As a result the recognised union viz. Rashtriya Colliery Mazdoor Sangh served a strike notice sometime in the month of March, 1983 and demanded that all the temporary workers employed in the colliery should be made permanent. A conciliation proceeding was stated by the A.L.C. and after discussion a settlement was arrived at on 5th May, 1983. As per said settlement many of the temporary employees were made permanent and the cases of 182 temporary stone cutters had been referred to the Joint Arbitration and therefore as per above conciliation settlement Sri Sahabuddin was not eligible for consideration. It is submitted that the settlement dated 5th May, 1983 has finally settled the cases of all temporary employees including the stone cutters and the same is legally binding on them and therefore the present Reference is not maintainable and the action of the management is fully justified.

6. The point for consideration is as to whether the action of the management in terminating the services of the concerned workman with effect from 19th February, 1983 without any notice is justified. If not, to what relief he is entitled.

7. It is admitted that the concerned workman was appointed as a temporary piece-rated underground stone cutter. It is also admitted that he has not completed 190 days attendance in any calendar year. Exts. M-1 & M-2 series are the payment sheets and pay covers showing that the concerned workman did not complete 190 days of attendance in any calendar year. MW-1 is the Assistant Manager of Sijua Colliery holding First Class Certificate of Management. According to him the job of stone cutting is a development work and not a production work. WW-1 the concerned workman has also admitted in his cross-examination that stone cutting is required to approach from one seam to another and this is to be done to reach the coal seam. According to MW-1 once coal seam is reached production begins and no stone cutting is required, but if stone comes in the way it is to be removed by the stone cutters. He has further stated that for this purpose the management have got permanent stone cutters and temporary stone cutters are required only when more hands are needed. MW-2 is the Personnel Officer who has stated that some disputes of piece-rated stone cutters is pending before the Arbitrator.

1541 GT/84-11

8. It is not denied that a strike notice was served by the recognised union viz. Rashtriya Colliery Mazdoor Sangh demanding permanent status of stone cutters and other temporary workers. There was a conciliation proceeding and Ext. M-4 is the Memorandum of Settlement dated 5th May, 1983 arrived at between the management and the recognised union before the A.L.C. This has been signed both by the management as also the representatives of the workmen and the A.L.C. It is thus a tripartite settlement and is binding to the parties. The settlement shows that it was agreed that such a temporary workman working for a long period would be made permanent with effect from 1st April, 1983 and the criteria for making those workers permanent shall be 240 days of attendance and 190 days of attendance put in at the surface and underground respectively. A list of persons to be made permanent is appended after joint scrutiny by the management and the union representatives and it was agreed that this settlement shall be final and binding on all the parties. The settlement further provided that temporary workmen who shall be appointed for temporary construction and development job shall not be made permanent irrespective of attendance put in by them since their job is purely of temporary nature. However, a list of temporary development and construction workers who had put in 190 days of attendance was appended as Annexure II and it was agreed that the said list would be jointly scrutinised and in the case of disagreement the matter would be referred to S/Shri S. Das Gupta and Ramesh Chawla who were accepted by both parties as Joint Arbitrators for this purpose.

9. The learned Advocate on behalf of the workman however submitted that prior to this agreement there was another agreement Ext. M-3 dated 19th July, 1980 according to which a seniority list of casual workers based on their date of first appointment was to be made. But Ext. M-4 is a subsequent agreement which shows that list was to be prepared on the basis of number of days of appointment. Annexure II would show that the concerned workman had not even completed 190 days attendance in any calendar year.

10. During the course of hearing a plea was taken in evidence that many stone cutters who were junior to the concerned workman are still working in the colliery, but this plea was not taken in the written statement of the workman and so the management had no opportunity to affirm or deny the same and thus there is no authentic evidence to show that any junior stone cutter is still working. Further it may just be possible that the said junior workman might have completed 190 days of attendance and so they were allowed to work.

11. Ext. M-5 is the certified standing order which governs the terms and conditions of service of the concerned workman. Para 15 of the said certified standing order provided that no temporary employee who are monthly paid or weekly paid or piece-rated or probationer or substitute shall be given any notice pay in lieu thereof if his services are terminated. Thus as per this rule as the concerned workman was a temporary worker he was not entitled to any notice or notice pay. Further as he did not complete 190 days of attendance he is also not entitled to any retrenchment compensation as provided under the Industrial Disputes Act.

12. Considering the evidence on record, I hold that the action of the management in terminating the services of the concerned workman is fully justified. In the circumstances he is not entitled to any relief.

13. The award is given accordingly.

J. N. SINGH, Presiding Officer
[No. L-20012(308)/83-D. II(A)]

का. आ. 764.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, द्विवारी होकरी, भारत कोकिंग कोल लि. के प्रबंधतंत्र में सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार, श्रीयोगिक अधिकरण, नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-1985 को प्राप्त हुआ था।

S.O. 764.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Digwadih Colliery of Messrs Tata Iron & Steel Company Limited, and their workmen, which was received by the Central Government on the 5th February, 1985.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 6 of 1984

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Digwadih Colliery of Messrs Tata Iron & Steel Company Limited

AND

Their workmen

APPEARANCES :

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen—Shri B. N. Sharma, Joint General Secretary Janta Mazdoor Sangh.

STATE : Bihar. **INDUSTRY : Coal.**

Dated, Dhanbad, 30th January, 1985

AWARD

The Government of India in the Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(199)/83-D. III. A dated the 6th February, 1984.

SCHEDULE

"Whether the action of management of Digwadih Colliery of Messrs Tata Iron & Steel Company Limited is justified in not regularising as Pump Khalasisies the workmen listed in the Annexure below who have continuously worked for one year to three years, and only paying them difference of wages ? If not to what relief are the said workmen entitled ?"

ANNEXURE

1. Md. Aslam
2. Sri Ram Parvesh Singh
3. Sri Ganesh Thakur
4. Sri Amin Ansari
5. Sri A. C. Banian
6. Sri Azim
7. Sri Ayub Ansari
8. Sri Badruddin
9. Sri Harinath Yadav
10. Sri Fagu Chouhan
11. Md. Sahadat
12. B. N. Bose
13. Md. Asgar
14. Sri Chhedi Thakur
15. Sri Dasoo Malik
16. Sri Manir Ansari
17. Sri Gobind Mahato.

After issuance of the notices on both the parties the management filed their W. S. but no W. S. was filed on behalf of the workmen. Several adjournments were granted for filing of the W. S. by the workmen. Lastly on 10th December, 1984 Shri B. N. Sharma, Joint General Secretary re-

presenting the concerned workmen filed a petition that the case be disposed off as the workmen are not interested in contesting the reference.

In view of the fact that the workmen are not interested in contesting the reference, and want that the case be disposed off according to law, the case is closed. It appears that the workmen have no case and as such they have left taking any interest in the case. Accordingly I hold that the action of the management of Digwadih Colliery of M/s. Tata Iron & Steel Company Ltd. is justified in not regularising the concerned workmen as Pump Khalasisies and that the concerned workmen are not entitled to get any relief.

This is my Award.

I. N. SINHA, Presiding Officer

[No. L-20012(199)/83-D. III. A]

A. V. S. SARMA, Desk Officer

नई दिल्ली, 11 फरवरी, 1985

का. आ. 765.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सिड्डीकेट बैंक, कर्नाटक, के प्रबंधतात्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण मप्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-1985 को प्राप्त हुआ था ।

New Delhi, the 11th February, 1985

S.O. 765.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Madras as shown in the Annexure in the Industrial dispute between the employers in relation to the Syndicate Bank, Manipal, Karnataka and their workmen, which was received by the Central Government on the 2nd February, 1985.

BEFORE THIRU K. S. GURUMURTHY, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, TAMI NADU MADRAS

(Constituted by the Central Government)

Friday, the 18th day of January, 1985

Industrial Dispute No. 20 of 1983

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Syndicate Bank, Vellore Branch.]

BETWEEN

The workman represented by the General Secretary, Tamilnadu Bank's Deposit Collectors Union, No. 31, Moore Street, Madras-600001.

AND

The Chairman-cum-Managing Director, Syndicate Bank, Manipal, Karnataka.

REFERENCE :

Order No. L-12012/55/82/D-II(A), Ministry of Labour and Rehabilitation, dated 4-3-1983, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 9th day of November, 1985 upon perusing the reference, claims and counter statements and all other material papers on record and upon hearing the arguments of Thiru N. G. R. Prasad for Thiruvalargal Row and Reddy and B. Mothikumar

Advocates appearing for the workman and of Thiruvalargal S. Sampath Kumar, A. P. Kasturi Rangan and K.S.V. Prasad Advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

The Government of India by its order No. L-12012/55/82 D-II(A) dated 4th March, 1983, Ministry of Labour and Rehabilitation, has referred the following dispute under Section 7-A and Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication to this Tribunal.

(2) The disputes is:

Whether the action of the management of Syndicate Bank, Regional Office, Madras in terminating the services of Shri R. Balaraman, Pigmy/Adarsh Deposit Collector, Vellore Branch with effect from 30-7-1981 is justified? If not, to what relief is the workman concerned entitled?

(3) On receipt of notice from this Tribunal, the parties appeared.

(4) The Union representing the aggrieved workman has filed the claim statement raising the following grounds to sustain the plea of the workman: The Respondent is a nationalised Bank. The Petitioner-Union represents the Deposit Collectors employed by the various Banks in Tamilnadu. Sri R. Balaraman was appointed by the Respondent-Bank on a Pigmy/Adarsh Deposit Collector at Vellore Branch as per the appointment letter dated 12-9-1972. Deposit Collector Sri R. Balaraman was attending the Bank and accounting the collections in the books of account of the Respondent. Sri R. Balaraman was giving receipts on behalf of the Respondent-Bank for the collections made from the depositors.

(5) The Respondent-Bank issued him a charge memo. No enquiry was held. Sri Balaraman was very much under the disciplinary control of the Respondent. He gave all his time and efforts to the Bank which went to increase the profits of the Bank. He was a 'workman' under Section 2(s) of the Industrial Disputes Act, 1947. The Respondent-Bank paid Sri Balaraman monthly remuneration in the form of commission on the deposit collections. He earned a monthly remuneration of Rs. 700. The contention of the Respondent-Bank that Deposit Collectors are not workmen is untenable.

(6) On 7-4-1981 the Respondent without any rhyme or reason withdrew the duties from Sri R. Balaraman of collecting contributions from the depositors. On 13-5-1981 the Respondent issued a memo dated 13-5-1981 (filed as Annexure 6) belatedly calling for the explanation from Thiru R. Balaraman, in respect of a complaint given on 2-4-1981 one month and 10 days prior to the issue of the memo. On 10-6-1981, Sri Balaraman submitted an explanation stating that the complaint given against him was false. The Complainant withdrew the complaint. The Respondent-Bank (that too without any enquiry) terminated his services by an order dated 31-7-1981. The termination order dated 31-7-1981 without any enquiry or a finding holding him guilty of the charges is illegal, arbitrary and unjust. The Branch Manager was vindictive and had some prejudice against Sri R. Balaraman. Even if the termination is construed as a termination simpliciter, it is illegal because Section 25-F of the Industrial Disputes Act, 1947 was not complied with. The termination has to be treated as retrenchment. Thiru R. Balaraman working with the Respondent-Bank since 12-9-1972 had rendered 9 years of unblemished record of continuous service to the Bank. This Hon'ble Court may be pleased to pass an Award holding that the termination of the services of Sri R. Balaraman is illegal and unjust and reinstate him in service with continuity of service and full back wages and other benefits and award costs and rendered justice.

(7) The claim of the Union is resisted by the Respondent Bank on the following grounds: The letter dated 12-9-1982 by the Respondent to Sri R. Balaraman was one intimating

him Respondent's readiness to engage him as its Agent. An Agency Agreement was signed by him on 20-9-1982.

(8) The relationship between the Respondent and Sri R. Balaraman from the inception to the date of termination had been one of Principal and Agent and never that of Master and Servant. Sri R. Balaraman is not a "workman" under any of the provisions of the Industrial Disputes Act. Sri R. Balaraman had no working hours as applicable to an employee of the Respondent. He had absolute liberty and discretion in the matter of collection of Pigmy and Adarsh Deposits from the customers of his choice and at a time-chosen between him and depositors. Respondent had no manner of control over this whatsoever. He earned agency commission depending on his collection. He was informed by letter dated 12-9-1982 itself that he was not a member of the Staff of the Respondent. He was giving receipts to depositors for himself and not on behalf of the Respondent.

(9) Respondent is certainly answerable to Depositors and hence in case of any fraud by an Agent like Sri R. Balaraman has liberty to terminate the Agency forthwith. Sri R. Balaraman, apart from being without any authority from Syed Alavi, the Depositor, fraudulently got that Depositor's signatures on blank forms and utilised the same for obtaining a loan of Rs. 2000 on that Depositor's account. Hence the termination of his agency by the Respondent is quite proper and in public interest. This Honourable Tribunal may be pleased to dismiss this Industrial Dispute.

(10) M.W-1 was examined and Exs. M-1 to M-3 and W-1 to W-10 were marked. I have heard the learned counsel for the Petitioner-Union and the learned counsel for the Respondent-Management.

(11) The point for consideration is whether there was a relationship of master and servant between the parties and therefore the termination of the services of the workman by the Management is not justified.

(12) The sheet-anchor of the defence of the Respondent-Management is that the aggrieved party was not a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. There was no relationship of servant and master between the aggrieved party and the Respondent-Management. The termination of the services of the aggrieved party was in exercise of the power under the terms of the agreement of agency that came into existence between the parties. Therefore there is no scope for raising a dispute and initiating industrial litigation. In view of the above stand of the Management it becomes necessary to consider whether on evidence the aggrieved party has proved that there existed between him and the Respondent the relationship of servant and master. An ancillary to the main issue the question arises as to whether the aggrieved party was a workman under Section 2(s) of the Industrial Disputes Act.

(13) In evidence, the witness for the Management M.W. 1 has stated that this aggrieved party was appointed only as Agent to collect small amounts from various depositors and remit the collections into the Bank. What was paid by way of remuneration to this collecting agent was only a percentage ranging between 3 per cent to 3-1/2 per cent by way of commission on the collections made and deposited by the aggrieved party into the Bank. It is therefore clear that the remuneration payable to this aggrieved party by the Bank depended on the collections made and remitted by him into the Bank. There is no fixed quantum of remuneration. There may not be regularity in the matter of payment of remuneration. It is made clear by M.W. 1 and that has not been unsettled in the course of cross-examination that irrespective of age and qualification a person can be appointed as the collection agent to collect the amount from various depositors. According to M.W. 1, the employees of the Bank have a period of probation and on completion of probation, there is the stage of confirmation in the post. The is no such probation for this Deposit Collector and there is no selection and appointment of Deposit Collectors. The Deposit Collectors alone execute an agreement (in this case Ex. M-1) and the regular employees of the Bank do not execute any such agreement. The Respondent-Bank takes an indemnity

bond executed by two persons so far as the Deposit Collectors are concerned. But on such indemnity bond is taken in the case of regular appointees or employees of the Bank. MW-1 makes it clear that there is no regular attendance for the Deposit Collectors as in the case of regular employees. There are no fixed hours of work. There is no provision for grant of leave either casual or earned or medical to the Deposit Collectors. The Deposit Collectors are not supposed to subscribe of leave either casual or earned or medical to the Deposit-Callowance or City Compensatory Allowance or Dearness Allowance. They are not entitled to any pensionary benefit or to get gratuity. A Deposit Collectors cannot transferred from one branch to another branch of the same Bank. These are all very marked differences to distinguish the status of the Deposit Collector from that of regular employees of the Bank. These circumstances would definitely suggest that the Bank has no control over the activities of the Deposit Collectors, the only obligation is that the Deposit Collectors should not work for any other Bank as Deposit Collectors and the inherent obligation of the Deposit Collectors is to remit the collections into the Bank and for that purpose they have to go to the Bank. The obligation to go to the Bank for remittances is inherent in the job, entrusted to the Deposit Collectors by the Bank. The Banks has given him the authority to collect the amount from the various depositors. MW-1 asserted that the Respondent-Bank has no control over the Deposit Collectors and cannot take any disciplinary action. The only right of the Bank is to terminate the services of the Deposit Collectors pursuant to the terms of the agreement of agency.

(14) It is very clear from the evidence and from the very terms of the agreement Ex. M-1 between parties that the Respondent-Bank has no control over the quantum of commission to be earned by the Deposit Collector. The Deposit Collector may fail to collect the amount effectively from the depositors. The depositors also may fail to pay the deposit amounts due to various circumstances. In that contingency, the Deposit Collector may go without commission at all for a particular month or a particular period. For this loss of income, or earnings or for the variation in the quantum of commission to be earned by the Deposit Collector, the Bank may not be responsible nor the Bank can adopt any contrivance. It is in this context one has to emphasise that the Bank's control on the Deposit Collector is practically nil. The terms of agreement of agency between the parties merely contemplate the obligation of the Deposit Collector to collect the amounts from the depositors and remit the amounts into the Bank and in case of any breach or dishonesty the Bank being the principal is given the authority to terminate the agency of the Deposit Collector.

(15) Coming to the agreement Ex. M-1 executed by the Deposit Collector the aggrieved party in favour of the Respondent-Bank, it describes the aggrieved party as the agent and the Bank as the principal. Because the Deposit Collector is entrusted with the job of collecting the various amounts from the various depositors the Deposit Collector had furnished a security deposit of Rs. 1000. The agreement contemplates the relinquishment of the agency by the Deposit Collector and the termination of the agency by the Bank. This is a very unique and distinguishing factor to take the Deposit Collector outside the category of employee or workman. From the above circumstances having a bearing on the nature of the services rendered by the Deposit Collector to the Bank, having a bearing on the mode of appointment of the Deposit Collector by the Bank, having

a bearing on the nature of obligations of the Deposit Collector to the Bank and having a bearing on the earnings of the Deposit Collector, it becomes irresistible to conclude that this Deposit Collector can never be fitted in the position of a workman or an employee of the Bank.

(16) The decisions referred to by the learned counsel for the Union on facts are entirely different and they would have no application to the facts of this case. The case reported in 1964—II, L.L.J. Page 633 (D. C. Dewan Mohideen Sahib & Sons and another vs. United Bidi Workers' Union, Salem, and another) is a case, where on facts, the Supreme Court held that the employer was proved to have had the right to direct what was to be done and had the right to direct the manner in which it was to be done. In that case, it was held that the so-called independent contractors were mere agents or branch managers of the proprietor. They were found to be impecunious persons who could hardly afford to have factories of their own. The contract in that case was held to be practically one-sided in that the proprietor could at his choice supply the raw materials of refuse so do so and the so-called contractors had no right to insist upon the supply of raw materials to them. Therefore the real proprietor was considered to be the master or the employer. In my view, the facts in that case are entirely different and that authority will not apply to the facts of the case on hand.

(17) The case reported in 1978—II, L.I.J. Page 397 (Hussainbhai, Calicut vs. Alath Factory Thozhifali Union, Calicut and others) on facts is totally different. In that case the employer was found to have economic control over the workers' subsistence, skill and continued employment. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, the naked truth was discovered though draped in different paper arrangement, that the real employer was held to be the Management and not the immediate contractor.

(18) In the case reported in 1983, II, L.L.J. Page 415 (Shri Shambu Nath Goya vs. Bank of Baroda and others) the Supreme Court found that though the worker was paid at piece rate, the employer was found to have the control to reject the work and to refuse to give work and that particular test proved the existence of relationship of master and servant.

(19) As has been already said in the present case, the Bank had no control over the earnings of the Deposit Collector. It depends on his own capacity. If he falls sick and does not effect collections from the depositors he may lose totally the earnings by way of commission. For such a situation the Bank cannot be said to contribute. I have therefore no hesitation to repel the contention of the learned counsel for the Union that the aggrieved party Deposit Collector was the workman or employee of the Respondent-Bank.

(20) The fact that the Deposit Collector was paid remuneration by way of commission depending upon the collections to be made by him and therefore he is not an employee of the Bank can be appreciated by a reading of Section 10 of the Banking Regulation Act, 1949. Section 10 prohibits the Banking Company from employing any person whose

remuneration or part of whose remuneration takes the form of commission or of a share in the profits of the Company. But however, the Bank is permitted to appoint a person on payment of commission under a contract otherwise than as a regular member of the staff of the Company. This section suggests that the Deposit Collector who is only paid-commission on the basis of the collections made by him and remitted into the Bank cannot become a member of the staff of the Company at all. It is an accepted maxim that the Bank and the aggrieved party should be deemed to know the law of the land. They cannot plead ignorance of law. It is impossible to conceive that the Bank had either the intention or the authority to appoint the Deposit Collector as an employee of the Bank in the face of the taboo provided by Section 10 of the Banking Regulation Act. For all these reasons, I have no hesitation to conclude that there is no relationship of master and servant between the Respondent-Bank and the aggrieved party. Though the order of termination Ex. W-9 mentions no reason for the termination. The other documents like Exs. W-6 and W-7 suggest that the Bank suspected the conduct of the Deposit Collector on the basis of the complaint made by one of the depositors. Nevertheless, in view of my finding that there is no relationship of master and servant between the parties, the termination of the services of the Deposit Collector has got to be referred to the power given to the principal as against the agent in the terms of agreement of agency Ex. M-1.

(21) In the result, the order of termination of Thiru R. Balaraman is held to be valid and he is not entitled to have any relief. An award is passed rejecting the claim of the Union, but there will be no order as to costs.

Dated, this 18th day of January, 1985.

Sd/- K. S. GURUMURTHY, Industrial Tribunal

WITNESSES EXAMINED

For workman : None.

For Management : M.W. 1—Thiru A. K. Srinivasan.

EXHIBITS MARKED

For workman :

W-1/12-9-72—Appointment letter to Thiru R. Balaraman. (Zerox copy).

W-2—Zerox copy of contribution collection form-cum-receipt of the Bank.

W-3—Zerox copy of Collection Register Account page.

W-4/1-6-82—Zerox copy of the award in I.D. No. 16/80 of the Industrial Tribunal, Madras.

W-5/14-4-81—Zerox copy of letter from R. Balaraman presenting against the withdrawal of duties of collection against him.

W-6/13-5-81—Zerox copy of letter from the Vellore Branch Manager calling for explanation from the workman.

W-7/2-4-81—Zerox copy of letter from Thiru Syed Alvi—English translation from Tamil.

W-8/21-5-81—Zerox copy of letter from Thiru Syed Alvi withdrawing his complaint.

W-9/30-7-81—Zerox copy of termination order from the Vellore Branch.

W-10/10-6-81—Zerox copy of explanation submitted by Thiru R. Balaraman.

For Management :

M-1/20-9-72—Zerox copy of agreement between Thiru Balaraman and the Management.

M-2/27-2-81—Zerox copy of application for loan given by Thiru V. Syed Ali.

M-3/4-4-81—Zerox copy of payment slip.
K. S. GURUMURTHY, Industrial Tribunal

[No. L-12012/55/82-D.II(A)]

नई दिल्ली, 13 फरवरी, 1985

का. आ. 766:—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, स्टेट बैंक आफ इन्डिया, पटना के प्रबंधतांत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, न. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-1985 को प्राप्त हुआ था।

New Delhi, the 13th February, 1985

S.O. 766.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India, Patna and their workmen, which was received by the Central Government on 30-1-1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 4 of 1983.

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES i

Employers in relation to the management of State Bank of India, Patna and their workmen.

APPEARANCES :

On behalf of the employers—Shri S. K. Ghosh, Advocate.

On behalf of the workmen—Shri B. Joshi, Advocate.

STATE : Bihar. INDUSTRY : Banking

Dated, Dhanbad, the 22nd January, 1985

AWARD

The Government of India in the Ministry of Labour & Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-12012/72/82-D.II(A), dated the 17th January 1983.

SCHEDULE

"Whether the action of the management of State Bank of India, Patna in relation to their Bihta Branch in terminating the services of Shri Ram Bachan Tewary, Cashier with effect from 15-6-74 is justified? If not, to what relief is the workman concerned entitled?"

The case of the workman is that the concerned workman Shri Ram Bachan Tewary was selected for temporary appointment as Cashier of the Bank in the year 1972. His performance was observed by the Branch Manager Shri J. N. Pandey and he was found suitable for permanent appointment as Cashier. He was permanently absorbed as Cashier of the Bank by the order of the Branch Manager Shri J. N. Pandey with effect from 6-12-73. He started working continuously as Cashier in a permanent and substantive post with effect from 6-12-73. He was sent on deputation on several occasions to the State Bank of India Patna for bringing cash. It is only the permanent cashier who is allowed to continuously work for more than 90 days and can be sent outside for bringing or delivering cash and carrying on important duties of Cashier. A temporary cashier is not permitted to handle cash with other branches of the State Bank of India. A temporary cashier cannot be permitted to continuously work for more than 90 days. According to the rules, conditions of service and procedure of the Bank any workman who puts on more than 90 days of continuous service to the satisfaction of the

management becomes permanent. The concerned workman having worked for more than 6 months continuously as permanent workman is entitled to continue in the employment as permanent workman and his services cannot be suspended with on the mere writings of an Officer. The Bank can prescribe any reasonable procedure for the purpose of selection of employees for the recruitment at the initial stage but when a workman is appointed in an establishment, the statutory conditions of services enumerated in the certified standing orders will apply to him and the procedure of selection and recruitment has no application after the appointment. During the period of leave of the permanent Branch Manager Shri J. N. Pandey, one officer Shri S. S. Mukherjee was posted as Acting Branch Manager and he terminated the services of the concerned workman arbitrarily. The termination of services of the concerned workman was effected without giving one month's notice or one month's pay in lieu thereof and he was not paid any retrenchment compensation and as such the termination of services is illegal and void. The order of termination of services was passed by an acting Branch Manager who was junior and subordinate to the appointing authority and thereafter the termination order was illegal and void being passed by a person not competent. The concerned workman has remained unemployed since the termination of his services with effect from 15-6-74. It is claimed that the concerned workman is entitled to be reinstated with full back wages with other benefits from 15-6-74 till the date of his reinstatement.

The case of the management is that the concerned workman Shri Kam Bachan Tewary was appointed as a Cashier of the Bihta Branch of the State Bank of India purely on temporary basis and he had worked as such from time to time. The period Shri Tewary has worked is given in the schedule A of the W. S. from which it will appear that Shri Tewary was never in continuous services for a period of one year during the period of 12 calendar months preceding 15-6-74. The concerned workman had never worked for 240 days during a period of 12 calendar months at any time and as such he was not entitled to any benefit or protection under the Industrial Disputes Act. For permanent absorption in Bank's services, a candidate had to pass requisite tests as was prevailing at the time the concerned workman was working in temporary capacity. The requisite test included a written and type writing test followed by an interview for those who had qualified in the written and typing test and the appointment was to be made in order of merit depending on the number of available vacancies. As the concerned workman was working purely on temporary basis and did not qualify to be absorbed permanently, his services automatically came to an end on the close of business of 15-6-74. Although the services of the concerned workman was not extended after 15-6-74, he did not submit any representation for reinstatement and kept sitting for more than four years and as such the claim being stale is not maintainable under the law.

The only point to be decided in this case is whether the action of the management in terminating the services of the concerned workman with effect from 15-6-74 is justified.

The management have examined three witnesses and the workmen have examined one witness in proof of their respective cases. The management has further exhibited five documents which are marked Ext. M-1 to M-15 in support of their case.

The facts of the case are almost admitted. A list showing the working days of the concerned workman is attached to the W.S. of the management which tallies with the list given by the concerned workman along with Ext. M-2. It will appear from the said list that the concerned workman had worked intermittently from 3-2-72 to 24-2-73 but from December 6, 1973 to June 15, 1974 the concerned workman had worked continuously. It is also admitted that the services of the concerned workman was terminated at the close of the business on 15-6-1974. Ext. M-5 dated 13-6-74 is the admitted order of termination issued by the Branch Manager. Ext. M-1 dated 6-12-73, Ext. M-3 dated 25-11-72, Ext. M-4 dated 23-10-72 are the letters issued by the Branch Manager Bihta to show that the concerned workman had been intermittently appointed to work temporarily as Cashier in Bihta Branch of State Bank of India. These letters therefore show

that the concerned workman had been appointed temporarily. The concerned workmen did not file any paper to show that the concerned workman had been made permanent.

The workmen have challenged the termination of the concerned workman on four grounds :—

1. The concerned workman having worked continuously for more than 90 days has become a permanent hand and as such is entitled to continue in the employment as permanent workman and his services cannot be terminated.
2. The termination of services without giving one month's notice or one month's pay in lieu thereof was illegal in view of Section 25F of the I.D. Act.
3. The concerned workman having worked for more than 5 months on a permanent basis has become permanent in accordance with the Standing Orders of the Bank and his services cannot be terminated arbitrarily and the services can be terminated only under the provisions of the Standing Orders of the Bank.
4. The order of termination having been passed by the Acting Branch Manager was bad in as much as he was junior and subordinate to the Branch Manager who had appointed the concerned workman.

It has been admitted on behalf of the workmen that after the concerned workman had completed more than 90 days of continuous services in the Bank he has become permanent in accordance with the rules of the Bank. MW-1 who is working as Officer Manager, General Section, State Bank of India Regional Office, Patna has stated that it is not correct to say that any person who puts in more than 90 days services becomes a permanent employee of the Bank. Thus the management has denied the case of the concerned workman that there is any rule or letter to the effect that one who works for more than 90 days in a Bank becomes its permanent employees. The workman himself has examined as MW-1. He has stated that he was appointed temporarily in the year 1972 and that till February, 1973 he had worked as temporary cashier. He has further stated that since 6-12-73 to 15-6-74 he worked continuously and regularly as permanent cashier. He has stated that Shri J. N. Pandey, Branch Manager had told him that he had been made permanent. In cross-examination he has stated that he has no paper with him to show that he was a permanent cashier in Bihta Branch of State Bank of India. He has stated that he did not get any letter stating that he had been made permanent. He has further stated that he has not seen any rule to show that only permanent Cashier can take cash from the branch to Patna and that he had only heard about it. The concerned workman has not shown any paper providing that a workman who works continuously for more than 90 days becomes a permanent hand. It is clear therefore, that there is no rule or circular of the Bank by which it can be said that a temporary hand who works continuously for 90 days become permanent. It has been submitted on behalf of the workman that the State Bank of India has no certified standing orders and as such Model Standing orders under the Industrial Employment Standing Orders Act, 1946 will apply and the definition of a permanent workman as given in Clause 2(b) of Model Standing Orders will apply. It has been submitted on behalf of the management that the Model Standing Order under the Industrial Employment Standing Orders Act, 1946 will not apply. MW-2 has stated that service condition of the Award staff of the State Bank of India is governed by Sastri Award as retained in Desai Award and from time to time as modified by bilateral agreement entered into the State Bank of India and All India State Bank of India Staff Federation. He has further stated that Model Standing Orders is not applicable to the State Bank of India and that the State Bank of India has not certified standing orders. Now let us examine whether the Model Standing orders will apply to the employees of the State Bank of India. It will appear from Section 1 clause 3 of the Industrial Employment (Standing orders) Act, 1946 that it applies to every industrial establishment, wherein 100 or more workmen are employed on any day of the preceding 12 months. We have therefore to see if State Bank of India is an industrial establishment. Industrial Establishment is defined in Section 2(e) of the Industrial Employment Stand-

ing Orders Act, 1946 which means an industrial establishment as defined in (Clause II) of Section 2 of the payment of Wages Act 1936. Now let us look to the definition of industrial establishment under Clause II of Section 2 of the Payment of Wages Act. Section 2 clause (ii) of payment of Wages Act defines industrial establishment which means (a) to (e) not applicable in the case of the Bank).

(f) Workshop or other establishment in which articles are produced, adapted or manufactured with a view to their use, transport or sale.

(g) (Not applicable in the case of Bank.)

So even Section 2(f) of the Payment of Wages Act is also not applicable in the case of Bank. In view of the above the Industrial Employment Standing orders Act is not applicable under which the Model Standing Orders are framed. The case of the workmen that the Model Standing Orders will apply in the case of employees of the State Bank of India is not correct. Accordingly the definition of a permanent workman as given in Section 2(b) of the Model Standing Orders in respect of Industrial Establishment is not applicable and even if the concerned workman has completed more than 3 months of regular service in the Bank cannot entitle him to be a permanent workman. Moreover a permanent workman as defined in the Model Standing Orders is applicable to those who have been engaged on permanent basis and includes any person who has satisfactorily completed probationary periods of 3 months. The concerned workman was never engaged on permanent basis as is apparent from the appointment letters and he was never put on probation. Even the petition of the concerned workman Ext. M-2 dated 28-2-77 shows that he was never made permanent and that he had requested the management to consider his case sympathetically and absorb him permanently in the Bank service. He has also stated in this petition that he had put in 305 days service in the Bank as a Cashier. This 305 days is a total working days from 3-2-72 to 16-6-74. I have already stated that from February 3, 1972 to 24-3-73 the concerned workman had worked intermittently and he had worked continuously only from 6-12-73 to 15-6-74 the total of which comes to 192 days. The total of 305 days includes his intermittent services from 3-2-72 to 15-6-74.

Considering the entire matter I hold that the concerned workman had not become permanent and that Model Standing orders under the Employment Standing Orders Act, 1946 is not applicable in the case of the employees of the Bank.

On perusal of the admitt.1 chart it will appear that the concerned workman had put in continuous service of 192 days only in the Bank. Section 25F of the Industrial Disputes Act prescribes the conditions precedent to the retrenchment of workman. It provides that no workmen employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one months notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workmen have been paid in lieu of such notice wages for the period of such notice. The definition of continuous service is given in Section 25B of the Industrial Disputes Act where it is provided that a workman shall be deemed to be in continuous service under an employer for a period of one year if the workmen during a period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than 240 days. Thus in order to avail advantage of Section 25F of the Industrial Disputes Act a workman must work for over 240 days in a calendar year preceding the termination of his services. In the present case the concerned workman was continuously in service from 6-12-73 to 15-6-74 during the last one calendar year. His case therefore cannot be counted as a continuous service for one year so that he can take the advantage of Section 25F of the Industrial Disputes Act. The termination of his services therefore without compliance of the provisions of Section 25F of the Industrial Disputes Act cannot be said to be bad as Section 25F of the Industrial Disputes Act is not applicable in case of the concerned workman.

Admittedly the order of appointment was made by the

Branch Manager Shri J. N. Pandey vide Ext. M-1 and the termination of the services of the concerned workman was passed by Shri S. S. Mukherjee who was a permanent Accountant. It is admitted that when MW-1 Shri J. N. Pandey was on leave from part of May, 1974 to part of July, 1974 Shri S. S. Mukherjee was officiating as Branch Manager in the S.B.I. Bihata branch. MW-2 Shri S. S. Mukherjee has stated that when Shri J. N. Pandey Branch Manager had proceeded on leave he was working in his place as Acting Branch Manager and that he had terminated the services of the concerned workman. He has stated in cross-examination that he was an Accountant prior to his working as acting Branch Manager at Bihata and that when Shri Pandey returned from leave he handed over charge and went back to his original place as Accountant. The termination order Ext. M-5 shows that Shri Mukherjee has terminated the services of the concerned workman as Branch Manager of State Bank of India. Admittedly, he was acting as Branch Manager in that capacity and he had terminated the services of the concerned workman. It is not the seniority of the person who has appointed and terminated the services of an employee but the point is whether the services of the concerned workman was terminated by a person being lower in rank to the appointing authority. Shri S. S. Mukherjee was acting Branch Manager and as such he had terminated the services of the concerned workman as Branch Manager. The appointment was also made by the Branch Manager. Thus it cannot be said that the services of the concerned workman has been terminated by an authority lower in rank to that of his appointing authority. I hold, therefore, that the order of termination of the concerned workman passed by Shri S. S. Mukherjee acting Branch Manager is not illegal and bad in law.

It has been submitted on behalf of the management that the industrial dispute raised on behalf of the concerned workman is stale and not maintainable in as much as he sat silently for over four years. From the facts of the case it will appear that the services of the concerned workman was terminated on 15-6-74. WW-1 has stated that on receiving the letter of the termination he did not file any objection or representation in writing. He has further stated that he did not file any petition before the Bank that he was a permanent hand and that the termination of his services was illegal. Ext. M-2 dated 28-10-73 is the only document which appears to have been filed by the concerned workman before the management for his permanent absorption. This petition was filed after more than 4 years of the termination of his services. No reason has been assigned as to why the concerned workman kept silent for such a long period. As no objection has been raised for such a long period over four years it is clear that the industrial dispute raised on behalf of the concerned workman was stale and such dispute should not be encouraged if no explanation is given as to why no industrial dispute had been raised soon after the termination of his services. In my opinion such industrial dispute should not be entertained.

In view of the discussion made above I hold that the action of the management of State Bank of India, Patna in relation to their Bihata Branch in terminating the services of Shri Ram Bachan Tewary, Cashier with effect from 15-6-74 is justified. Consequently, the concerned workman is not entitled to any relief.

This is my Award.

J. N. SINHA, Presiding Officer
[No. L-12012/72/82-D.II(A)]

का. आ. 767.—श्रीधोगिक विवाद अधिनियम 1947
(1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, दैन श्राफ वडोदा, पालियामेट स्ट्रीट, नई दिल्ली, के प्रबंधसंस से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधोगिक विवाद में केन्द्रीय सरकार

श्रौद्धोगिक अधिकरण, नई दिल्ली, के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार का 30-1-1985 को प्राप्त हुआ था।

S.O. 767.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda, Parliament Street New Delhi and their workmen, which was received by the Central Government on the 30th January, 1985.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 46 of 1981

In the matter of dispute between Shri S. K. Babbar S/o
Shri K. L. Babbar, r/o 60, Aram Park, New Delhi.

Versus

Management of Bank of Baroda, New Delhi.

APPEARANCES :

Shri Tara Chand Gupta—for the workman.

Shri S. S. Sethi Advocate—for the Management.

AWARD

The Central Government, Ministry of Labour vide order No. 12012/89/80-D. II(A) dated 2nd April, 1981 made reference of the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of Baroda, Parliament Street, New Delhi in relation to their Mai Hirangate Jullundur Branch in terminating the services of Shri S. K. Babbar, Cash Clerk-cum-godown keeper, with effect from 19-10-76 is justified? If not, to what relief is the workman concerned entitled?”

2. Mr. S. K. Babbar joined as Cash-clerk-cum godown keeper on 22-4-76 at Mai Hirangate Jullundur branch of Bank of Baroda on six months probation vide appointment letter dated 5-4-76. His services were terminated with immediate effect vide letter dated 19-10-76 within the period of probation. The workman claims that the termination of his service is in fact by way of penalty and the order is one of disciplinary action for misconduct. He has pleaded that it is a matter of victimisation because he was not allowed to complete the period of probation and there was no chance given to him for improvement which was his right under para 495 of Sastry Award and 21.18 of Desgi Award. He states that he was harassed by the Branch Agent and Shri M. M. K. Joshi and the then Agent of the Branch at the instance of AIBEA Union of which the workman was not a member started pressurising him to become a member of the aforesaid Union and on 31-8-76 asked him to join the said Union in case the workman wanted to be confirmed in service and wanted him to talk the Leader Mr. M. M. K. Joshi, Head Cashier of the Branch. Soon thereafter, Mr. M. M. K. Joshi, Head Cashier called him and asked the workman to meet him at Joshi's residence with some money if the workman wanted confirmation in service. The workman refused to oblige them. On 3-9-76 the Branch Agent and Mr. Joshi was said to have called him and obtained from him letter of regret for his alleged behaviour and a complaint against him by one Shri Y. P. Arora. The writing is said to be obtained from him under sheer pressure and threats.

3: The Management of Bank of Baroda contested the claim and asserted that it was a case of service having been terminated during probation and the Management had the right to do so under the letter of appointment and under

the Sastry Award. Subjective satisfaction of the Management was that his work and conduct was not upto mark and there was complaint against him received on 14-7-76 from party M/s. Brij Lal Vijay Kumar and on 30-8-76 one Mr. Sharma, holder of Savings Bank A/c No. 2441 made a complaint against him. There was said to have been another excess withdrawal of Rs. 14 by Mr. Babbar which he refused to refund by re-deposit. There was said to be other complaints also against him in respect of which the Regional Manager was addressed and the Regional Manager on 3-9-76 advised the Agent to issue the workman a letter about unsatisfactory work and to advise him to be more careful which was done on 8-9-76. Meanwhile on 3-9-76 Mr. Babbar has misbehaved with the then Agent of the Bank for which Mr. Babbar later apologised. There was said to be no pressure on him to do so. The allegation about Mr. Joshi and then Agent requiring him to join the Union alleged were said to be all false and concocted. The termination of service was said to be bona fide and no reasons were disclosed in the order of termination of service. There were no mala fide and no victimisation and the Management requests that the workman's plea be dismissed. The Management insists that there was no need for holding a departmental enquiry when the action was to be one of discharge simplicitor during period of probation of subjective satisfaction of the Management.

4. The two issues framed in this case are :

1. As in terms of reference.

2. Whether the workman had been victimised?

5. The workman gave his own affidavit and has been cross-examined. The Management filed three affidavits of Shri B. K. Joshi, the then Branch Manager, Shri S. C. Seth and Officer of Mai Hirangate Branch and Shri M. L. Aggarwal, Accountant at Mai Hirangate Branch at the relevant time. They have been cross-examined by the workman.

6. The workman's representative have filed written arguments in the case and oral arguments have been addressed by Shri S. S. Sethi Advocate for the Management.

7. The legal position in respect of termination of service of a probationer is contained in para 495 of Sastry Award in the following terms :—

“95. As regards the period of probation Mr. Chari suggested two modifications of the directions given in the Sen Award (1) the period of probation should be only for three months which may be extended to 6 months in extreme cases and (2) the probationers should be given the same salary as permanent employees. In respect of the first, he stated that certain banks such as the Central Bank of India Ltd., Bank of India, Ltd., and Bank of Baroda Ltd. generally require probation for 3 months, but in the case of the Imperial Bank of India and the Punjab National Bank Ltd. they require probation for 6 months. This demand was opposed by the banks on the ground that ordinarily a period of 3 months suggested by the workmen was not sufficient to enable the bank management to decide whether or not the probationer should be confirmed. The Sen Award fixed the period of probation at 6 months which in certain cases would be extended by 3 months. We respectfully agree with the said direction and direct that ordinarily the period of probation should not exceed 6 months. However, in case of persons whose work is not found to be quite satisfactory during the said period but who are likely to improve and give satisfaction if a further opportunity is given to them, the period may be extended by three months provided due notice in writing is given to them and their consent in writing is obtained before the extension of their period of probation. In all other cases probationers after the expiry of the period of six months should be deemed to have been confirmed unless their services are dispensed with on or before the expiry of the period of probation. We further direct that on a candidate's appointment as a temporary employee, a probationer or a permanent member of

the staff, the bank shall give him a written order specifying the kind of appointment and the pay and allowances to which he would be entitled and that such a written order shall be given on the appointment of a part-time employee also."

8. The aforesaid Sastry Award allows service of a probationer being terminated during period of probation and in this case these were terminated just when the six months probationary period was about to expire.

9. The workmen refer to the judgment of the Supreme Court in Express Newspapers Vs. Labour Court 1964-LI-9 where the Supreme Court mentions that the appointment on probation for six months gives the employer no right to terminate the services of an employee before six months period had expired except on the ground of mis-conduct or other sufficient reasons in which even the services of a permanent employee could be terminated.

10. The judgment aforesaid does not relate to a banking employee who is governed by the Sastry Award and in the case of this workman the appointment letter itself stated that his services could be terminated during the probationary period by one month notice or payment of month's pay and allowances in lieu of notice.

11. The Calcutta High Court in Caltex (India) Ltd. Vs. 2nd Industrial Tribunal, West Bengal and others reported in 1962 Indian Factories and Labour Reports, 275 clearly ruled that the satisfaction about the probationer's service was not to be objectively tested and a probationer had no right to be confirmed and the question whether he worked satisfactorily or not rested with the employer and the probationer could be discharged without giving any reason.

12. The Supreme Court of India in S. P. Vasudeva Versus State of Haryana and others reported in AIR 1975, Supreme Court, 2292 observed that the position in law was of some confusion but that the law may be understood that reversion of a probationer from higher to lower post or the discharge of probationer from service could not be questioned except on the basis of mala fides in the making of the order. This law was applied in OIL and Natural Gas Commission Vs. Dr. M. S. Sikander Ali reported in 1980(2) LLJ 155 where it was held that the facts in that case indicated that even if mis-conduct, negligence, inefficiency may be the motive or the inducing factor influencing the employer to terminate the service of the employee, it could not be termed as penalty or punishment because such a power flowed on the contract of service. When the impugned order *prima facie* was an order of termination or order simplicitor in the case of a probationer, only a very strong case must be made out for the Supreme Court to delay into the documents and materials to determine whether it was a case of punishment or victimisation.

13. The workman has pleaded victimisation by saying that Mr. Joshi and the Branch Agent pressurised him to join AIBEA Union and Mr. Joshi, Head Cashier wanted him to meet him with some money and it is his refusal that meant his victimisation. He further states that he was pressurised to give the letter of regret to the Branch Manager. From documents filed by the Management it appears that Mr. Babbar is raising a false case of victimisation. M/s. Brij Lal Vijay Kumar Cloth Merchant when made the complaint dated 14th July, 1976 against Mr. Babbar Cashier and the Branch Agent sent the complaint to the Regional Manager on that day itself. Similarly on 30th August, 1976 the incident of that day relating to Mr. Sharma, holder of Saving Bank A/c. No. 2441 was also brought to the notice of Regional Manager by Branch Manager by writing on that very day and on the next day on 31st August, 1976 Branch Agent wrote another letter. This correspondence is MW 1 to MW 4 and it is on receipt of these letters that the Regional Manager on 3rd September, 1976 asked the Branch Agent to issue a letter as per draft enclosed to Mr. Babbar.

14. It does not at all seem truthful that these complaints and incidents were engineered by the Branch Agent and the Head Cashier and it does not appear to be a case of action mala fide against the workman. Babbar, it is the workman who appears to have not conducted himself properly in the bank obliging the Branch Agent to report his conduct to the Regional Office.

15. It also does not appear that the letter of regret given by the workman was under any pressure. Mr. B. K. Joshi has given his evidence and his cross-examination does not shake his credit. Similarly Mr. M. L. Aggarwal, the then Accountant in the Bank has given the evidence about the incident and Mr. Babbar not coming to the bank on 1st and 2nd September, 1976. His cross-examination also does not shake his credit and both Mr. Joshi and Aggarwal do not seem to be inimical to the workman.

16. The then Branch Agent S.C. Seth has also been cross-examined by the workman and his cross-examination also does not show him to be inimical to the workman for any extraneous reason and in his cross-examination the workman did not put it to him that he was required to join any Union by Mr. Seth nor were questions put to Mr. Joshi about the workman being required to join any other Union.

17. The story of victimisation alleged by the workman for pressure being put on him to join Union appears to be completely false.

18. This is a case where the services of the workman Mr. S. K. Babbar have been terminated during probation on subjective satisfaction of the Management that his work and conduct were not satisfactory and the malafides alleged against the Management by way of victimisation have been proved to be untrue by the Management leading full evidence on the point. The workman has given a statement in relation to victimisation but it does not inspire confidence. It is held that the termination of services of the workman was in accordance with the Sastry Award and bona fide and does not require interference by this Tribunal. The action of the Management is held to be justified and Award is made accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Dated : January 24, 1985.

O. P. SINGLA. Presiding Officer
[No. L-12012/89/80-D, II(A)]

का. आ. 768.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, वैक श्रॉफ महाराष्ट्र, जयपुर के प्रबंधताव से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट "श्रीधोगिक विवाद" में केन्द्रीय सरकार श्रीधोगिक अधिकरण, नई दिल्ली, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-85 को प्राप्त हुआ था।

S.O. 768.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the Bank of Maharashtra, Jaipur and their workmen, which was received by the Central Government on the 30th January, 1985.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW
DELHI

I.D. No. 31/79

In the matter of dispute between :

Shri O. P. Bhairwa S/o Shri Nathu Ram, R/o Village and Post Office Gangat Kalan, Tehsil Didu, District Jaipur.

Versus

The Management of Bank of Maharashtra through Divisional Manager, 1 Staff Division, Head Office, 1177 Budhwar Peth, Pune.

APPEARANCES .

Shri Tara Chand Gupta—for the workman.

Shri S. V. Kulkarni Adv.—for the Management.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/92/78-D.IIA dated 1-6-79 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of Maharashtra in terminating the services of Shri O. P. Bairwa, Clerk in their Jaipur Branch w.e.f. 31-1-78 is justified, if not, to what relief is the workman concerned entitled?"

2. Mr. O. P. Bairwa joined in the clerical cadre after qualifying a special test held on 12-9-76 for recruitment of Scheduled Castes/Tribes candidates. He was given offer of appointment on 20-4-77 and he joined duty at Jaipur Branch of the bank on 2-5-77. He was put on six months probation which was later extended to another six months w.e.f. 2-11-77. His services were terminated w.e.f. 31-1-78. He was not paid any retrenchment compensation and notice-pay but one month notice-pay was credited to his account with the bank sometimes in the middle of February, 1978. The workman claims that he has put in 275 days service from 2-5-77 to 31-1-78 but no retrenchment compensation and notice-pay in terms of section 25-F of Industrial Disputes Act, 1947 was paid to him at the time of termination of his service on 31-1-78. Certain other pleas were raised by the workman.

3. The Management contested the claim of the workman and pleaded that the Agent of the Jaipur Branch of the Bank was not inimical towards the workman as complained of by the workman. The services of Shri Bairwa were said to be not satisfactory and inspite of several oral instructions from time to time his work did not improve and he continued to commit errors and mistakes in performance of his duties. His period of probation was extended for that reason and ultimately the termination of service was on account of unsatisfactory service and he alongwith 20 persons whom he led Gehraoed the Agent of Jaipur Branch of the employer at about 5 P.M. on 1-2-78 and forced the Agent to telephone Asstt. Divisional Manager at New Delhi for recommending his reinstatement.

4. It was pleaded by the Bank that there was no retrenchment and that it was termination of service under the relevant provisions of Sastry/Desai Awards and that Section 25-F of the I.D. Act, 1947 did not apply.

5. The matter has been tried and written arguments submitted by the parties have been taken on record and have been perused.

6. The Management has referred to certain cases to urge that the action of the Branch Manager was legal and justified and these include Srimam Institute of Industrial Research Vs. N. L. Kakkar 1978 (37) FLR-1, Nursing Girji Spinning and Weaving Co. Ltd. Vs. Abdul Mohu-u-din 1957 I L.J. 334 and State Bank of India Vs. M. V. Rawal in special CA No. 3482 of 1979 decided by High Court of Gujarat.

7. The Management of Bank of Maharashtra is labouring under a wrong impression of the settled law on the point. The workman has referred to the operative Supreme Court Judgements including the judgment of the Supreme Court in S. K. Verma and others Vs. Central Govt. Industrial Tribunal and others 1980, Labour Industrial Cases, 1292 where the Supreme Court clearly explained the meaning of Section 25-F of Industrial Disputes Act and of section 25-B of the same Act. It clearly ruled that the workman should have worked for 240 days within a period of 12 months preceding the date of termination of service and then he will be entitled to the protection under Section 25-F of the I.D. Act, 1947. In that case Usha Kumari and Madhu Bala were in employment of the bank from May, 1974 to January, 1975 and they worked for 258 and 266 days respectively, during that period and they were held entitled to the protection of Section 25-F of the I.D. Act, 1947.

8. The present workman O. P. Bairwa worked for 275 days from 2-5-77 to 31-1-78 and is clearly entitled to protection under Section 25-F of the I.D. Act and his services could not be terminated without following the mandatory provision under section 25-F of the I.D. Act as he was entitled to retrenchment compensation which was not paid to him.

9. The ordinary rule that the order contravening section 25-F of the I.D. Act, 1947 is void ab initio applies to the present case and the order of termination of service w.e.f. 31-1-78 is treated as null and void and he is ordered to be reinstated in service with full back wages and continuity of service. Award is made accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

January 25, 1985.

O. P. SINGLA, Presiding Officer
[No. L-12012/92/78-D.IIA]

का. आ. 769.—ग्रामोंगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री वी. बाला द्वारा इंडियन बैंक, मद्रास के प्रबंधतान्त्र के खिलाफ उक्त अधिनियम की धारा 33के अधीन दायर की गई शिकायत के संबंध में श्रीग्रामोंगिक अधिकरण, मद्रास का पंचाट, जैसे कि अनुबंध में है, प्रकाशित करती है। यह पंचाट केन्द्रीय सरकार का 2-2-1985 को प्राप्त हुआ।

S.O. 769.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras, as shown in the Annexure in respect of complaint under section 33A of the said Act filed by Shri V. Bala, against the management of Indian Bank, Madras which was received by the Central Government on the 2nd February, 1985.

BEFORE THIRU K. S. GURUMURTHY, B.A., B.L. PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, TAMIL NADU, MADRAS

(Constituted by the Central Government)

Friday, the 18th day of January, 1985

COMPLAINT NO. 1 OF 1982

Sri V. Bala,
4, Rajendra 2nd Street,
Karimedu,
Madurai-625010.

Complainant.

—versus—

The Management of
Indian Bank,
31, Rajaji Salai,
Madras-600001.

.. Respondent.

In the matter of reference in Industrial Dispute No. 16 of 1981. Complaint under Section 33-A of the Industrial Disputes Act, 1947.

This complaint coming on for final hearing on Tuesday, the 20th day of November, 1984 upon perusing the complaint, counter and all other material papers on record and upon hearing the arguments of Thiru K. Chandru for Thiruvalargal Row and Reddy and K. Chandru, Advocates appearing for the Complainant and of Thiru G. Venkataraman for Thiruvalargal Aiyar and Dolia, Advocates appearing for the Respondent and this complaint having stood over till this day for consideration this Tribunal made the following:

AWARD

This complaint is filed under Section 33-A of the Industrial Disputes Act, 1947 against the order of the Respondent-Management terminating the services of the Complainant Thiru V. Bala.

(2) The allegations in the complaint are as follows : The Opposite Party has been guilty of contravention of the provisions of Section 33 of the Industrial Disputes Act. The Complainant/Petitioner was appointed as a Tiny Deposit Collector by the Respondent/Bank by their order dated 25-7-1979 and he joined the service on 3-8-1979. He also executed an agreement and also deposited Rs. 500 towards Security Deposit. The Petitioner was paid on the basis of commission at the rate of 2 per cent on the deposit money that he collected from various constituents. On the commission given to the Petitioner, the Bank deducted 10 per cent and separately maintained a commission account. On an average the Complainant was getting around Rs. 150 per month.

(3) The Petitioner's services were suddenly terminated with effect from 17-2-82. The basis of that order was that a fraudulent double withdrawal of money was made from the Tiny Deposit Account of Sri V. Murugesan. The Petitioner was not aware of any such double withdrawal. He has got nothing to do with the procedure for closing the account. The Petitioner has been made a scapegoat on the fraud committed by some other employees of the Bank. The Bank instead of taking action against the concerned employees had victimised the Petitioner. The order of dismissal is clearly illegal and violative of principles of natural justice. The Petitioner has not been given any opportunity to defend himself. The dismissal has been made for a misconduct. The Bank has not obtained the permission of this Hon'ble Tribunal under Section 33(2)(b) of the Industrial Disputes Act.

(4) The complaint is resisted by the Management on the following grounds : Apart from the regular banking business, the Bank has introduced Tiny Deposit Scheme and for Tiny Deposit Collections engages Agents. Such Agents are paid commission depending upon the collections made by them. Such Agents are not workmen as defined under Section 2(s) of the Industrial Disputes Act. The complaint is not maintainable. The Bank has not contravened the provisions of Section 33(2)(b) of the Industrial Disputes Act, 1947.

(5) He has executed an agreement as Independent Commission Agent. Under clause 8 of the said agreement his agency is liable to be terminated by the Bank without any notice to him. A Tiny deposit account had been opened in the name of Sri V. Murugesan through the said Tiny deposit Agent Sri V. Bala in Madurai branch. The said account No. VB 286 was closed on 22-9-1981 and the entire proceeds of Rs. 3605-69 was paid to one Mr. U. K. Velu as authorised in the requisition letter of the account holder. The payment was made in the presence of Sri Bala and also after being duly identified by him. On further scrutiny it was found that an amount of Rs. 3365-69 was debited on 11-11-1981 in Tiny deposit account by means of a debit voucher with a caption Tiny INM 286—V. Murugesan and cash was once again paid to a person who signed in Tamil as V. Murugesan. This time also the payment was made in the presence of Sri Bala and also after being duly identified by him.

(6) The Bank has lodged a complaint with the police for investigation. The opposite party by their letter dated 17-2-82 instructed the Tiny deposit agent Sri V. Bala to stop collections forthwith. His agency has not been terminated. There is no question of victimisation. There is no question of violation of principles of natural justice. The complainant is an agent engaged on commission basis and not a regular member of the staff. An agent cannot claim the status of workmen. It is prayed that this Hon'ble Tribunal may be pleased to dismiss the complaint and render justice.

(7) W.W.1 was examined and Exs. W-1 to W-5 were marked. I have heard the learned counsel for the Complainant and the learned counsel for the Respondent Management.

(8) The point for consideration is whether the termination of the services of the Complainant by the Respondent Management would constitute violation of Section 33 of the Industrial Disputes Act, 1947.

(9) The main defence of the Respondent-Management is that the aggrieved party was not a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. There was no relationship of servant and master between the aggrieved party and the Respondent-Management. The termination of the services of the aggrieved party was in exercise of the power under the terms of the agreement of agency that came into existence between the parties. Therefore there is no scope for raising a dispute in industrial litigation, in view of the above stand of the Management, it becomes necessary to consider whether on evidence the aggrieved party has proved that there existed between him and the Respondent the relationship of servant and master. Incidental to the main issue the question arises as to whether the aggrieved party was a workman under Section 2(s) of the Industrial Disputes Act.

(10) In evidence, the aggrieved party as W.W.1 has stated that he was appointed to collect small amounts from various depositors and remit the collections into the Bank. What was paid by way of remuneration to this collecting agent was only 2 per cent by way of commission on the collections made and deposited by the aggrieved party into the Bank. It is therefore clear that the remuneration payable to this aggrieved party by the Bank depended on the collections made and remitted by him into the Bank. There is no quantified remuneration. There is no regularity in the manner of payment of remuneration. There is no evidence that any qualification or age limits has been prescribed for a candidate to be appointed as collection agent. It is common knowledge that the employees of the Bank have a period of probation and on completion of probation, there is the stage of confirmation in the post. The agreement executed by the aggrieved party suggests that there is no such probation for this Deposit Collector. W.W.1 admits that there is no regular attendance for him and there are no fixed hours of work for him in the Bank. The aggrieved party has not let in evidence to prove that he has the right to seek casual leave or earned leave or medical leave from the Bank. Similarly there is no evidence to prove that the Deposit Collectors subscribe to provident fund or they are paid any House Rent Allowance or City Compensatory Allowance or Dearness Allowance. The agreement Ex. W-2 does not suggest that they are entitled to any pensionary benefit or to gratuity. A Deposit Collector cannot be transferred from one branch to another branch of the same Bank. This is clear from the stipulation in Ex. W-2 that a Deposit Collector cannot work for any other Bank. There are all very marked differences to distinguish the status of the Deposit Collectors from that of regular employees of the Bank. These circumstances would definitely suggest that the Bank has no control over the activities of the Deposit Collectors. The only obligation of the Deposit Collectors is remit the collections into the Bank and for that purpose he has to go to the Bank. The obligation to go to the Bank for remittances is inherent in the job entrusted to the Deposit Collector by the Bank. He is given the authority to collect the amount from the various depositors. Ex. W-2 shows that the Respondent-Bank has no control over the Deposit Collector and cannot take any disciplinary action. The only right of the Bank is to terminate the services of the Deposit Collector pursuant to the terms of the agreement Ex. W-2.

(11) It is very clear from the evidence and from the very terms of the agreement Ex. W-2 between parties that the Respondent Bank has no control over the quantum of commission to be earned by the Deposit Collector. The Deposit Collector may fail to collect the amount effectively from the depositors. At times the depositors may not pay the deposit amounts due to various circumstances. In that contingency, the Deposit Collector may go without commission at all for a particular month or a particular period. Ex. W-2 states that if the Deposit Collector fails to collect then the Bank can make its own arrangement to collect the amounts from the depositors. In that contingency there will be loss or reduction in the quantum of commission to be earned by the Deposit Collector. The Bank can have no hand on that and the Bank cannot adopt any contrivance to reduce the income of the Deposit Collector. It is in this context one has to emphasise that the Bank's control on the Deposit Collector is practically nil. The terms of agreement between the parties merely contemplate the obligation of the Deposit Collector to collect the amounts from the depositors and remit the

authorities into the Bank and in case of any breach or disability the Bank is given the authority to terminate the services of the Deposit Collector.

(12) Coming to the agreement Ex. W-2 executed by the Deposit Collector, the aggrieved party in favour of the Respondent Bank, it states that he has furnished a security deposit of Rs. 500. The agreement contemplates the remunerating of the work by the Deposit Collector and the termination of the services of the Bank. This is a very unique and distinguishing factor to take the Deposit Collector outside the category of employee or workman. From the above circumstances having a bearing on the nature of the services rendered by the Deposit Collector to the Bank and having a bearing on the mode of appointment of the Deposit Collector by the Bank and having a bearing on the nature of obligations of the Deposit Collector to the Bank and having a bearing on the earnings of the Deposit Collector, it becomes irresistible to conclude that this Deposit Collector can never be fitted into the position of a workman or an employee of the Bank.

(13) The decisions referred to by the learned counsel for the Union on facts are entirely different and they would have no application to facts of this case. The case would have no application to the facts of this case. The case reported in 1964-II-L.L.J. Page 633 (D. L. Dawan Monideen Sahib & Sons and another) is a case, where on facts, the Supreme Court held that the employer was proved to have had the right to direct what was to be done and had the right to direct the manner in which it was to be done. In that case, it was held that the so-called independent contractors were mere agents or branch managers of the proprietor. They were found to be impecunious persons who could hardly afford to have factories of their own. The contract in that case was held to be practically one sided in that the proprietor could at his choice supply the raw materials or refuse to do so and the so-called contractors had no right to insist upon the supply of raw materials to them. Therefore the real proprietor was considered to be the master of the employer. In my view, the facts in that case are entirely different and that authority will not apply to the facts of the case on hand.

(14) The case reported in 1978-II-L.L.J. Page 397 (Husainbhai, Calicut vs. Alath Factory Thozhilali Union, Calicut and others) on facts is totally different. In that case the employer was found to have economic control over the workers' subsistence, skill and continued employment. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence, when, on lifting the veil or looking at the conspectus of factors governing employment, the naked truth was discovered though draped in different paper arrangement that the real employer was held to be the Management and not the immediate contractor.

(15) In the case reported in 1983-II-L.L.J. Page 415 (Shri Shambu Nath Goyal vs. Bank of Baroda and others) the Supreme Court found that though the worker was paid at piece rate, the employer was found to have the control to reject the work and to refuse to give work and that particular test proved the existence of relationship of master and servant.

(16) As has been already said in the present case, the Bank had no control over the earnings of the Deposit Collector. It depends on his own capacity. If he falls sick and does not effect collections from the depositors he may lose totally the earnings by way of commission. For such a situation the Bank cannot be said to contribute. I have therefore no hesitation to repel the contention of the learned counsel for the Union that the aggrieved party Deposit Collector was a workman or employee of the Respondent Bank.

(17) The fact that the Deposit Collector was paid remuneration by way of commission depending upon the collections to be made by him and therefore he is not an employee of the Bank can be appreciated by a reading of Section 10 of the Banking Regulation Act, 1949. Section 10 prohibits the Banking Company from employing any person whose remuneration or part of whose remuneration takes the form of commission or of a share in the profits of the company. But however, the Bank is permitted to appoint a person on payment of commission under a contract otherwise than

as a regular member of the staff of the Company. This Section suggests that the Deposit Collector who is only paid commission on the basis of the collections made by him and remitted into the Bank cannot become a member of the staff of the Company at all. It is an accepted maxim that the Bank and the aggrieved party should be deemed to know the law of the land. They cannot plead ignorance of law of the land. It is impossible to conceive that the Bank had either the intention or the authority to appoint the Deposit Collector as an employee of the Bank in the face of the taboo provided by Section 10 of the Banking Regulation Act. For all these reasons, I have no hesitation to conclude that there is no relationship of master and servant between the Respondent Bank and the aggrieved party. Though the order Ex. W-4 mentions no reason for directing the aggrieved party to stop the collection the document Ex. W-5 and recital in Ex. W-4 suggest that the Bank suspected the conduct of the Deposit Collector on the basis of a complaint made by one of the depositors. In fact the aggrieved party had faced prosecution for cheating. Nevertheless, in view of my finding that there is no relationship of master and servant between the parties, the order directing him not to collect amounts from depositors has got to be referred to the power given to the Bank as against the agent in the terms of agreement Ex. W-2.

(18) The argument of the counsel for Bank that Ex. W-4 does not terminate the services of the Complainant has no merit. The real effect of the order Ex. W-4 is one of termination.

(19) In the result, the order Ex. W-4 which in effect terminates the services of Thiru R. Balaraman is held to be valid and the aggrieved party is not entitled to have any relief. An award is passed rejecting the claim of the Complainant, but there will be no order as to costs.

Dated, this 18th day of January, 1985.

K. S. GURUMURTHY, Industrial Tribunal

WITNESSES EXAMINED

For Complainant : W.W.1—Thiru V. Bala.

For Management : None.

EXHIBITS MARKED

For Complainant/Workman

W-1/4-7-79—Copy of letter from the Complainant to the Regional Manager, Indian Bank.

W-2/3-8-79—True copy of Memorandum of agreement between the Complainant and the Management.

W-3—Booklet regarding Tiny Deposit Scheme Rules of Business effective from 1-10-1979.

W-4/17-2-82—Letter from the Indian Bank, Madurai Branch Manager to the Complainant.

W-5/17-9-84—Xerox copy of judgement in C.C. 257/83 of the Judicial First Class Magistrate, Madurai.

K. S. GURUMURTHY, Industrial Tribunal.

[No. L-12025/10/83-D.II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 11 फरवरी, 1985

का. आ. 770.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसेस ओ. बी. प्रोपर्टीज इन्टरप्राइज प्रा. लि. 7-ए, बैन्टिक स्ट्रीट, कलकत्ता-70001 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है 17 कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/1/85-एस. एस. 2]

New Delhi, the 11th February, 1985

S.O. 770.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs J.B. Properties Enterprises Private Limited, 7A, Bentinck, Street, Calcutta-100001, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/1/85-SS-II]

का. आ. 771.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सिन्कोट प्रा. लि., 11, मित्तल चैम्बर्स नारीमन प्लायट, बम्बई-21 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35018/1/85-एस. एस. 2]

S.O. 771.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Syncare Private Limited, 11-Mittal Chambers, Nariman Point, Bombay-21 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018/1/85-SS-II]

का. आ. 772.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्लीलियेट प्रिंटर्स, 1/2, पांचबां शोस, औ. टी. सी. रोड, वांगनोर-560053, कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/53/85-एस. एस. 2]

S.O. 772.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Brilliant Printers, 1/2, 5th Cross, O.T.C., Road, Bangalore-560053, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/53/85-SS-II]

का. आ. 773.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जरीवाला प्रिंटर्स, रोड नं. 3, उद्योगनगर उधाना डिस्ट्रिक्ट सूरत, गुजरात नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/52/85-एस. एस. 2]

S.O. 773.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jariwala Prints, Road No. 3, Udyog Nagar, Udhna, District Surat (Gujarat) have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/52/85-SS-II]

का. आ. 774.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टरलिंग लेद्रज, 1476, कचेरी रोड, वेनियामबाड़ी, नार्थ आर्कोट डिस्ट्रिक्ट, तमिलनाडु, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/54/85-एस. एस. 2]

S.O. 774.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sterling Leathers, 1476, Cuttchery Road, Vaniyambadi, North Arcot District, Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/54/85-SS-II]

का. आ. 775.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मिथ्रा एंग्री प्रोडक्ट्स, गुडावालीवारी स्ट्रीट, विजयवाड़ा-2, आंध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(49)/85-एस. एस. 2]

S.O. 775.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mithra Agro Products, Gudavalli Vari Street, Vijayawada-2, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/49/85-SS-II]

का. आ. 776.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एपेक्षा रबड़ प्राइवेट लि. नं. 6, पट्टूनूल-चतरम, श्री पैरमबद्दूर कस्बा चिंगलपुर इसका स्थानीय प्रशासन कार्यालय है—नं. 9, पाटलुलास रोड, मद्रास-2 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(50)/85-एस. एस. 2]

S.O. 776.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Apex Rubber Private Limited, No. 6, Pattunoolcharam, Sriperumbudur Chingleput District, including its Administrative Office at No. 9, Pattullos Road, Madras-2 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/50/85-SS-II]

का. आ. 777.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दी वारंगल डिस्ट्रिक्ट बैंकवार्ड क्लासिज सर्विस को-आपरेटिव सोसायटी, लि., वारंगल, हैदराबाद, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि

कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(51)/85-एस. एस. 2]

S.O. 777.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Warangal District, Backward Classes Service Cooperative Society Limited, Warangal Hyderabad, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/51/85-SS-II]

का. आ. 778.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आल्सा रीयल एस्टेट्स नं. 5, राधवा वीरा एवेन्यू, पोइस गार्डन, मद्रास-86 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(62)/85-एस. एस. 2]

S.O. 778.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Alsa Real Estates, No. 5 Raghavi Verna Avenue, Poos Garden, Madras-600086 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/62/85-SS-II]

का. आ. 779.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प. के. ज्ञानटेशनस, कुदेरहोला एस्टेट, कोडागाराहाली विलेज, सुन्ती कोषा, पो. आफिस कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(61)/85-एस. एस. 2]

S.O. 779.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. A. K. Plantations, Kundreholla Estates, Kodagarahalli Village, Suntikoppa Post Office, Karnataka have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/61/85-SS-II]

का. आ. 780.—सैमर्ट न्यू. एलनदरी बर्कर्स 14/7, मथुरा रोड, फरीदाबाद (पैसे 3736) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपवंध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन, अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए और इससे उपावद अनुभूति में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिताएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय, लेखाओं का अंतरण निरीक्षण प्रभारों का संदाय आदि भी हैं होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें

संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुबाद संस्थान के सचिवापद्ध पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरस्त दर्ज करेगा और उसकी आवास आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा के स्कीम उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने को संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणबश स्थापन के कर्मचारों भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं तो यह रद्द को जा सकती है।

10. यदि किसी कारणबश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मूल सदस्यों के नाम निर्देशितों या विविध वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[सं. एस० 35014/5/85-एस० एस०-4]

S.O. 780.—Whereas Messrs New Allenberry Works, 14/7, Mathura Road, Fazilabad (PN/3736) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of

the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/5/85-SS-1V]

का. आ. 781.—मैसर्स रोलट्रेन्स लि. 13/6, मथुरा रोड, (फरीदाबाद पीएन/3121) (जिसे इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निष्क्रिय सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहने हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निश्चय के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणासन में, जिसके अंतर्गत लेखाओं का रखा जाना विश्वासियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय लेखाओं का अंतरण निरीक्षण प्रभारों का संदाय आदि भी हैं होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन को प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य वाताओं का अनुवाद संस्थान के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का था उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दज करेगा और उसकी वादत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संतु करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी वात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकमें उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी मंभावना द्वारा वहां प्रादेशिक भविष्य निधि आयुक्त शप्ना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय, जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उम्मि नियन तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी

को व्यपगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बोमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[सं. एस. 35014/12/85-एस एस-4]

S.O. 781.—Whereas Rollatainers Limited, 13/6, Mathura Road, Faridabad (PN/3121) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/12/85-SS. IV]

का. आ 782 :—मैमर्स प्रकाश ट्यूब्स प्राइवेट लिं., प्रकाश नगर, बहादुरगढ़, (पीएन/4616) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट जर्नी के अधीन रहने हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के मध्ये उपबंधों के प्रबन्धन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, सभी समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संशय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रगत्सन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की वहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद, संस्थान के मूल्ना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके संदर्भ में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बोबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुक्ति रूप में बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दणा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध बारिम/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बावर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी मंशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की

संभवना हो, वहां प्रार्देशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम वी उम सामुहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुना है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कार्यदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने क्रिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय को उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय न तपरता से और प्रत्येक बारा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात्र दिन के भीतर सुनिश्चित करेगा।

[नं. एस. 35014/13/85-एस एस-4]

S.O. 782.—Whereas Messrs Parkash Tubes Private Limited, Parkash Nagar, Bahadurgarh (PN/6416) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/13/85-SS. IV]

का० आ० 783:—मैसर्म गुडियर इंडिया लि. मथुरा रोड बल्लभगढ़ (पी. एन./1588) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण अपबंध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) यी धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिनियम या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीगा स्कीम के अधीन जोदत बीमा के रूप में कापदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप संहवद बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुग्रह हैं।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 को उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट घटों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देतो हैं।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण वे लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट कर।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण निरीक्षण प्रभारों संदाय आदि भी हैं होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों को विवरणिया को भाषा में उसकी मुख्य बातों का अनुवाद संस्थान के मूच्चना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है सो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बर्ज करेगा और उसकी बावत आवश्यक प्रीगियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कापदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुग्रह हैं।

7. गामूहिक बीगा स्कीम में किसी बान के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध बाहिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रदेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम को वर्ग में उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न वीर्ग होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हुक्मदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सूनियित करेगा।

[न. एस.—35014/15/85-एस-4]

S.O. 783.—Whereas Messrs Goodyear India Limited, Mathura Road, Ballabgarh (PN/1588) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का० आ० 784.—मैत्री यूनिवर्सिल इलैक्ट्रिक लि. मजिसार डिवीजन 20/3 मधुरा रोड फरीदाबाद (पी.एन./3329) (जिने हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण उपबंध अधिनियम 1952 (1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा नियम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहबद्ध बीमा स्कीम 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती हैं।

जनमूल्य

1. उक्त स्थापन के संबंध में नियोजक प्रवैशिक भविष्य निधि आयुक्त हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय लेखाओं का अंतर्गत निरीक्षण प्रभारों संदाय आदि भी हैं होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब वही उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुद्र्य बातों का अनुवाद संस्थान के सुचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही मदस्त है तबके स्थापन में नियोजित किया जाता तो नियोजक सामूहिक बीमा स्कीम सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावजूद आयप्रक प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़िया की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने द्वारा भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दणा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के वरावर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपवंशों में कोई भी संशोधन प्रावेशिक भविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के द्वितीय प्रतिकूल प्रभाव पड़ने कीसों संभावना हो थां प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, यह तो वह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नाम-निर्देशितियों या विविध वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विविध वारिसों को बीमाकृत रकम का संदाय तरपता से और प्रत्यक्ष दशा में भारतीयों का जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[नं० एम. 35014/17/85-एम० एन०-4]

S.O. 784.—Whereas, Messrs. Universal Electrics Limited, Mujesar Division, 20/3, Mathura Road, Faridabad, (PN/3229) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous

Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S135014/17/85-SS. IV]

का० आ० 785:—मैसर्स एक्शन फार फूड प्रोडक्शन सी-17, कोमुनिटी सैन्टर मफदरजंग डीवलपमेंट एरिया, नई दिल्ली-16 (डीएस/3195) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और, केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शरियतों का प्रयोग करते हुए और ऐसे उपबंध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति श्रौर जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातोंका अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम औरतीय जीवन बीमा निगम को जारी करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फ़यदे बहुत जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फ़यदों में समुचित रूप में बुद्धि की जाने की अवधारणा करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फ़यदे उन फ़यदों गे जांच अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध बारिस/नाम निर्दिष्टियों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बावर रकम का संदाय देरेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्राप्त पड़ने की संभवता हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवक्षर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्था हो जाने विषय जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अधिकार की दशा में, उन मृत मदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतगत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उभे हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[गोप्ता 35014/11/85-प्रमाण-4]

S.O. 785.—Whereas Messrs Action for Food Production C-17, Community Centre, Saldarjang Development Area, New Delhi-16 (DL/3195) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are

more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/11/85-SS. IV]

का. आ. 786.—मैसर्स इंडियन हाइड्रोलिक इंडस्ट्रीज प्रा. लि., 70, इंडस्ट्रीयल प्लाटरिया, शिवाजी मार्ग, पो. वा. नं. 6256, नई दिल्ली (डी एल/3174) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामिलिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निष्क्रिय सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाग्रह अनुसूची में विनिर्विष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुमूल्यी

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मंदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे दबाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रह हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रावेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्व अधसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितीयों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितीयों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के कारण सात दिन के भीतर सुनिश्चित करेगा।

[नं. एस. 35014/18/85-एस एस-4]

S.O. 786.—Whereas, Messrs Indian Hydraulic Industries Private Limited, 70 Industrial Area, Post Box No. 6256, Shivaji Marg, New Delhi-15 (DL/3174) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legitimate heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/18/85-SS. IV]

का.आ. 787 —मैसंसे उपा रेक्टिफेर कारपोरेशन (इंडिया) लि., 12/1, मथुरा रोड, फरीदाबाद (पी एन 2504) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम किया गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की

सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रांदिणक भविष्य निधि आयकृत, हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भापा में उसकी भूल्य वातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहुंच ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समन्वित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी वात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन

संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशिती को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना द्रष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना छुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होते वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिशी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नाम निर्देशितियों या विविध वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फ.यदों के संदाय का उत्तरदायित्व नियोजक पर होता।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विविध वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भोतर सुनिश्चित करेगा।

[सं. एस. 35014/19/85-एस. एस.-4]

S.O. 787.—Whereas Messrs. Usha Rectifier Corporation (India) Limited, 12/1, Mathura Road, Faridabad (PN/2504) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establish-

ment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/19/85-SS. IV]

का. प्रा. 788.—मैसर्स प्रस्तकोर्ट जे. सी. बी. लि., 27/7, मथुरा रोड, फरीदाबाद (पी. एन./-5551) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिकाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (जिसे इस के पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपलब्ध अनुसूची में विविध शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपलब्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक निधि निधि आयुक्त, हरियाणा को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रधान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भवा में उसकी मुख्य बातों का अनुवाद, संस्कार के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम

के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संस्कृत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ादि की जाने की अवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रकाश पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणबंध, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो वह रद्द की जा सकती है।

10. यदि किसी कारणबंध, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का अपग्रेड होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विविध वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हृकाशर नाम निर्देशितियों/विविध वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

S.O. 788.—Whereas Messrs Escorts J.C.B. Limited, 23/7, Mathura Road, Faridabad (PN/5551) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/9/85-SS. IV]

का. भा. 789.—मैसर्स ब्रॉ. पी. के. स्पीनिंग मिल्स 185/1, जी. एस. रोड, ब्री. ओ. बांधरी कला, लुधियाना (पी. एन./8958) (जिसे इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी शिविष्य निधि और प्रकीर्ण उपबंध अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

ब्रॉ. केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिव्यक्ति या प्रोमियम का संशय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोजित सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें प्राप्त हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम को धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनियोजित शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक अधिव्यक्ति आयुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुक्तियां प्रदान करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर नियोजित करें।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संशय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर नियोजित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रोमियम का संदर्भ लेखाओं का अंतरण, निरीक्षण प्रभारी संदर्भ माध्यमी ही है, होने वाले सभी आयों का वहन नियोजक द्वारा नियम जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को आपा में उसकी मुख्य बातों का अनुबंध, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फ़ायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फ़ायदे उन फ़ायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिवालिस नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रवेशिक भविष्य निधि प्रायुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त भवना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्थाप्त करने का युक्तियुक्त प्रयत्न देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले भवना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत सारिय के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन नृत सदस्यों के नाम निर्देशितियों या विधिवालिसों को जो यदि यह छूट न दी गई

होती तो उक्त स्कीम के अंतर्गत होते, बीमा फ़ायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वालिसों का बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा।

[सं. एस.-35014/6/85-एस. एस.-4]

S.O. 789.—Whereas Messis O. P. K. Spinning Mills, 185/1, G. T. Road, Post Office Dhandari Kalan, Ludhiana (PN/8958) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount

payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/6/85-SS. IV]

का. आ. 790.—मैं सर्व दी नीलकिरी, सैंडल को-आपरेटिव बैंक लि., पो. बी. 47, भारिम कोस उदासा मंडल (टी. एन./4108) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण उपर्युक्त अधिनियम 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम किया गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिकाय या प्रीमियम का संदाय किए विना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निकेप सहबद्ध बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमेय हैं;

अब: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपायद्र अनुसूची में विनिष्टिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपर्युक्तों के प्रवर्तन से छूट देती है।

य नु सू धी

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और

ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रश्नान करेगा जो केन्द्रीय सरकार, समय संदर्भ पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्राप्ति का प्रत्येक मास की समष्टि के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय लेखाओं का अंतर्ण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजन द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमत्या की भाषा में उसकी मुख्य बातों का अनुबाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य उसके स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा रकीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाधत आवश्यक प्रीमियम भारतीय जीवन बोन निगम को संदर्भ लेकर करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुदाय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैय रकम उस रकम से कम है तो कर्मचारी को उस दशा में सदैय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के ब्रावार रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपर्युक्तों में कोई भी संशोधन, प्रदेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के विना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवमर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिस

स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीसि से कम हो जाते हैं तो वह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्री-मियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी विधिक वारिसों को जो यदि वह छूट न दी गई होती तो उसके स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-35014/4/85-एस. एस.-4]

S.O. 790.—Whereas Messis The Nilgiris Central Co-operative Bank Limited, Post Box No. 47, Charing Cross, Udhagamandalam, Pin Code No. 643001 (TN/4108) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Sec. 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insur-

ance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/4/85-SS. IV]

का. आ. 791.—मैसेंजर एवं एक्सेप्लेनर को आपरेटिव बैंक लि., पारिज्ञातक, नई कालोनी, जयपुर (आर. जे. 901) (जिसे इसमें इसके पश्चात् उस स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उस अधिनियम कहा गया है) की घारा 17 की उपघारा (21क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिकाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की भास्मायिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे नहीं रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन-

फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इससे उपायद्वय अनुसूची में विनिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक आदेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रशान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रबारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बांड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा श्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रबारों संदाय आदि भी हैं, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहित बीमा स्कीम के नियमों की एक प्रति और अब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाद, संस्थान के सूचना पद्धति पर प्रशंसित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अधिक्षय निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की अधिक्षय निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहित बीमा स्कीम के वद्दस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक श्रीमियम भारतीय जीवन बीमा निगम का संवरत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों के उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के खिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वशा

में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस नाम निर्देशिती को प्रतिकर के रूप में वोलों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रदेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्राप्त पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, श्रीमियम पक्का संदाय करने में असफल रहता है, और पालिसी को अव्यगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा श्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में, उन मूत सदस्यों के नाम निर्देशितियों या विविध वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदातित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विविध वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[स. एस.-35014/8/85-एस. एस.-4]

S.O. 791.—Whereas Messrs Urban Co-operative Bank Limited, Parijatak, New Colony, Jaipur (RJ/901) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced; so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal

heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/8/85-SS. IV]

का. आ. 792.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एल. के. एस. गनी और कम्पनी 18/108, बड़ा बाजार गली, कोम्बेटूर-1, तमिलनाडु नामक स्थापन के सम्बद्ध नियोजक बोर्ड की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध प्रधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 1 की उपधारा-4 धारा प्रकृत शक्तियों का प्रयोग करते हुए उक्त प्रधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(55)/85-एस. एस. 2]

S.O. 792.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. L. K. S. Gani and Company, 18/108, Big Bazar, Street, Coimbatore-1 Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/55/85-SS-II]

का. आ. 793.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विजिन 204-सी, ओल्ड रेलवे हास्पीटल कम्पाल्ड, हुबली-20, कर्नाटक नामक स्थापन के सम्बद्ध नियोजक बोर्ड कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध प्रधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 1 की उपधारा-4 धारा प्रकृत शक्तियों का प्रयोग करते हुए उक्त प्रधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(56)/85-एस. एस. 2]

S.O. 793.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Vision, 204-C, Old Railway Hospital Compound, Hubli-20, Karnataka have agreed that the provision of the Employees' Provident Fund and. Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/56/85-SS-II]

का. आ. 794.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंडियनियरिंग कम्पनी, के. आर. पुरम रोड, गणपती, पो. आ. कोम्बेटूर-641006, तमिलन

नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(57)/85-एस. एस.-2]

S.O. 794.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Bright Engineering Company, K. R. Puram Road, Ganapathy Post Office Coimbatore-641006, Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/57/85-SS-II]

का. आ. 795.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वेट्रीवेल प्रेस, प्रिन्टर्स एंड बुक बाइंडर्स, शेवेपट, सालेम-636002, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(59)/85-एस. एस.-2]

S.O. 795.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment, known as Messrs. Vettrivel Press, Printers and Book Binders, Shevapet, Salem-636 002, Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/59/85-SS-II]

का. 796.—मैसर्स सिमैन हिंडिया लिमिटेड 134-ए, डा. अर्वी बेस्ट रोड, बोलि, बम्बई-18 (अम अच 4476-4520) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा(2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निष्क्रेप सहबद्ध बीमा स्कीम, 1976) (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी भूविधाएं प्रशान करेगा जो केन्द्रीय सरकार, समय-समय पर निष्क्रिय करे।

2. नियोजक, ऐसे निरीक्षण प्राप्तों का प्रथम भास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निष्क्रिय करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जा ना विवरणियों का प्रस्तुत किया जा ना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की जांच में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के संस्थ के रूप में उसका नाम सुरक्ष दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संपर्क करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन

कायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी जात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारों को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निवारणी को प्रतिकर के रूप में थोनों रकमों के अन्तर के बराबर रकम का संवाद करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रदेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन विना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की समाख्यना है, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो वह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने विया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाद में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नाम निर्देशितयों पर विधिक वारिसों को जो यदि वह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा कायदों के संदाय का उत्तराधिकार नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितयों/विधिक वारिसों का बोमाकृत रकम का संवाद तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बोमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[एस.-35014/1/85- स. स.-4]

S.O. 796.—Whereas Messrs Siemens India Limited, 134-A, Dr. Annie Besant Road, Worli Bombay-400018 (MH-4476-4520) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoy-

ment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment; exempted under the said Act, is employed in his establishment; the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of

deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014/1/58-SS-1V]

का. आ. 797.-—मैसर्स इमाहाबाद मंडल विकास निगम लिमिटेड, रजिस्टर्ड ऑफिस 63, दिल्लीश्या, नया कटरा, द्वालाहाबाद (यू. पी. 6757) (जिसे इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी विधि निधि और प्रकोर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 77 की उपधारा (2क) के अधीन छूट किए जाने के लिए आवेदन किया और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिकार्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निषेष सहायता बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायद अनुसूची में विनिष्ठिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संकाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा

कर्मचारियों की बहुसंख्या की भावा में उसकी मुख्य बातों का अनुबाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की विधि निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त कर्ज करेगा और उसकी बावत आवश्यक प्रोभियम भारतीय बीमा नियम को संक्षिप्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुक्ति रूप में बढ़िया की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती है, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के प्रत्यक्ष के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रदेशिक भविष्य निधि आयुक्त, उत्तर, प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभावना हो, वहां प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्य कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो वह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को अवृगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अतिक्रम की घणा में, उन मूल सदस्यों के नाम निर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई

होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संधाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हृकृष्णार तथा निर्दिशितयों/विधिक बासिसों को बोमाकृत रकम का संधाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बोमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[न. एस.-35014/10/85-एस. एस-IV]

S.O. 797.—Whereas Messrs Allahabad Mandal Vikas Nikam Limited, Registered Office 63, Dilkusha Naya Katra, Allahabad (UP/6751) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35019/10/85-SS, IV]

का. घा. 798.—मैसेंजिलमन इंजीनियरिंग इंडस्ट्रीज दुडियालुर पोस्ट कोम्प्लेक्टर (टी. एन./5066) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

ओर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अदिशाय या प्रीमियम का संधाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कायदों में अधिक अनुकूल हैं जो कर्मचारी निक्षेप संकुल बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है), के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबन्ध अनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और

तेसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की भारतीय समाजिक के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बृहं (क) के अधीन समय-समय पर निर्विष्ट करे।

3. सामूहिक बीमा स्कीम के प्रधानमन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीभियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहित बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रशंसित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहित बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीभियम भारतीय जीवन बीमा नियम को संरक्षित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रह हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता, तो नियोजक कर्मचारी के विविध वारिस/नामनिर्देशितों को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बाराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रवेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँचे की संभावना हो, वहाँ प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम है, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से रुक होते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजन उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत करे, प्रीभियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्था हो जाने की दिया जाता है, तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीभियम के संदाय में दिए गए किसी व्यतिक्रम की दशा में, उन मृत सक्षम्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि वह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होने, बीमा कायदों के संदाय का उत्तराधिकार नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हृक्षार नाम निर्देशितियों/विधिक वारिसों का बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होते के सात दिन के भीतर सुनिश्चित करेगा।

[नं. एस.-35014/14/85-एस. एस.-IV]

S.O. 798.—Whereas Messrs Velumani Engineering Industry, Tudyiyalur Post, Colombo (TN/5066) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, Therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including of maintenance of accounts, submission of returns, payment of insurance premia.

transfer of accounts, payments of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/14/85-SS-IV]

कांगड़ा 779.—मैसर्स राय बहादुर निटिंग वर्कर्स (स्पिनिंग यूनिट) 415, इंडस्ट्रियल एरिया, ए, लुधियाना (पी एन/4199) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन लूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की

सामूहिक बीमा स्कीम के अधीन जीवन बीमा के अधीन फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि प्राप्ति सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिष्टित शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबंधों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक ग्रावेशिक भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर, निषिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निषिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रस्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम वा संदाय, लेखाओं वा अंतरण, निरीक्षण प्रभारों का संदाय प्राप्ति भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की वहुसंज्ञा की भाषा में उसकी मुद्य बातों का अनुवाद, संस्थान के मूल्यान पट्ट पर प्रशिष्ट करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन लूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के संबंध के रूप में उसका नाम तुरन्त बर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संबंध करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा, जिससे कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन

संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारियाँ/नाम निर्देशिती को प्रतिशार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. समूहिक बीमा स्कीम के उपबन्धों में कोई भी संगोष्ठन, प्रादेशिक नियंत्रण निधि आयुक्त, पंजाब के पूर्व अनुमोदन के त्रिभा नहीं किया जायेगा और जहाँ किसी संगोष्ठन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक नियंत्रण निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवकाश देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो वह छट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत नारीय के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अतकल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारियों को जो यदि यह छट न को गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उन्नरायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होते पर उसके हाथार नाम निर्देशितियों/विधिक वारियों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[नं०एस०-35014/20/85-एसएस-IV]

S.O. 799.—Whereas Messrs Rai Bahadur Knitting Works (Spinning Unit) 415, Industrial Area-A, Ludhiana (P.N/4199) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Scheme) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject

to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, of the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employers in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/20/85-एस-IV]

का०आ० 800—मैसर्स आ०पी०के० बूलन मिल्स प्राइवेट लि०, 185/1, पी०आ० बंडरी कला, जी०टी० रांड लुधियाना (पी० एन०/4270) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये अवैधत किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिकारीय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अश्वक अनुकूल हैं जो कर्मचारी निवेश सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम बद्धा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्कितयों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विविध शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहां नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक अंति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की वहुसंक्षय की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षा दर्ज करेगा और

उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदेश करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्था ही जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितयों या विधिक वारिसों को जो यदि यह छूट में गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितयों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

S.O. 800.—Whereas Messrs OPK Woollen Mills Private Limited, 485/1, Post Office Dhandari Kalan, J.S.T. Road, Ludhiana (PN4270) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that could be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, of the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme, the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/21/85-SS-IV]

का०आ० 801—मैसर्स कन्सोलिडेटेड कोफि लि०, प्रोसीबीडी, कोडायू (के०एस० 708) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये कायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोजित सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्कियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कन्टाटिक की ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाओं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाली सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसङ्ख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई प्रेसा कर्मचारी भविष्य निधि निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता हो तो नियोजक कर्मचारी के विविध वारिस/नाम निर्वेशिती को प्रतिकर के रूप में वोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नटिक के पूर्व अनुमोदन के बिना नहीं किया जायेगा और अहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीशन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्था द्वारा जाने दिया जाता है तो उस रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दण में, उन मूल सदस्यों के नाम निर्वेशितियों या विधिक धारियों को जो यदि यह छूट न दी

गई होती तो उक्त स्कीम के अन्तर्गत होते, बामा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में, नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु हानि पर उसके हकदार नाम निवारितिया/वारिस का बामाकृत रकम का सदाय तत्पत्ता से आर प्रत्यक दशा म भारतीय जीवन बीमा निगम से बामाकृत रकम प्राप्त हानि के सात दिन के भीतर सुनाइस्वत करेगा।

[सं.एस.०-३५०१४/२/८५-०४०६०-४]

S.O. 801.—Whereas Messrs Consolidated Coops Limited, Mullurka, Kodagu (K.N./08) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection as the Central Government may, direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said

Scheme, the employer shall pay the difference to the Legal Heirs/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/2/85-SS-IV]

का०आ० 802:—मैमर्स बायर्स और फवरीक (एस ए) प्रा०नि०, इंडस्ट्रीयल एरिया, जोतवाडा, जयपुर (आर.एस 934) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निश्चेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुग्रह हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त ग्राहकों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट गतों के अधीन रहते हुए, उक्त स्थापन और तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुमूल्य

1. उक्त स्थापन के संबंध में नियोजक प्रदेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बड़ (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा, जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तंथा कर्मचारियों की अहसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के मूच्चता पटट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मंदेय रकम उस रकम से कम है जो कर्मचारी को उस दणा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक बारिम/नाम निर्देशिती को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बावजूद रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी मंशोधन, प्रावेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी राशोधन से कर्मचारियों के हिन पर प्रतिकूल प्रभाव पड़ते की संभावना हो, वहां प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण साझा करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रपना थुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे

किसी रीत से कम हो जाते हैं, तो वह रुप की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रुप की जा सकती है।

11. नियोजक द्वारा प्रोमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितयों या विधिक वारिसों को जो यदि यह छूट न दा गई होती तो उक्त स्कीम के अन्तर्गत हुते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हुक्मदार नाम निर्देशितयों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[न० एस-35014/3/85-एस एस-4]

S.O. 802.—Whereas Messrs Wires and Fabrics (S.A.) Private Limited, Industrial Area, Jotwara, Jaipur, (RJ/934) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/3/85-SS-IV]

का. भा. 803.—मेसेस डी. जयपुर सेन्ट्रल कॉ-ऑपरेटिव बैंक लि., अम. आई. रोड, जयपुर (आर. जे. 835) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कमचारी भविष्य निधि और प्रकार्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उस अधिनियम कहा गया है) की द्वारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कमचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए विना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कमचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कमचारी नियेष महबूब बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्फीग कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद अनुसूची में विनिदिष्ट घरों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसा लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बांड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणालीन में, जिसके अंतर्गत लेखाओं का रक्षा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित, सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की वहुसंज्ञा की भाषा में उसकी मुख्य बातों का अनुबाद, संस्थान के सूचना पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे जड़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है तो कर्मचारी को उस दशा में संदेश छोटी, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध बारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बीच रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते हैं की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना 'दृष्टिकोण स्पष्ट' करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणबाट, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना भुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणबाट, नियोजक उम नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कर, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितीयों या विधिक बारिसों को जो यदि यह छूट न की गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार/नाम निर्देशितीयों/विधिक बारिसों को बीमाकृत रकम का संदाय भत्तरता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[नं. एम.-35014/7/85-एस. एस.-4]

S.O. 803.—Whereas Messrs The Jaipur Central Co-operative Bank Limited, M. I. Road, Jaipur (RJ/835) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Jaipur, Rajasthan and maintain such accounts and

provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under his Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/7/85-SS-IV]

का आ. 804. —मैसर्स मेटल ट्यूब्स प्राइवेट लिमिटेड, जी. टी. गोड, पानीपत (एच. आर./9846) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा

गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिया जाने के लिए आवेदन किया है:

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें उसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुदेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (2क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए और इससे उपावद अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रवान करेगा जो केन्द्रीय, सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मात्र श्री समाजिक के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार, द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य वानों का अनुवाद, संस्थान के मूल्याने पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की अधिव्यवस्था का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम की संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे में समुचित रूप

से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल से जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दश में संदेय होती जब वह उक्त स्कीम के अधीन हैं तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम, का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी मंगोत्रन प्रारंभिक भविष्य निधि आयुक्त हरियाणा के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात बिन के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/144/84-एस. एस.-4]

S.O. 804.—Whereas Messrs Metal Tubes Private Limited, G. T. Road, Panipat (HR/9846) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any 1541 GT/84-17.

separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employee in payment of premium and responsibility for payment of assur-

ance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects."

[No. S-35014/144/84-SS-IV]

का. आ. 805.—मैसर्स श्री वासुदेवा इंडस्ट्रीज लि. पेरीआनकल पलयम अस. आर. के. थी. (पी. ओ. कोटम्बूर) —641020 (टी. एन. 1110) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निष्केष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायद्वय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा, तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें शोधन किया जाए, तब उस संशोधन की प्रति तथा कर्म-

चारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे वहाये जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुक्ति रूप से बूढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारों को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विविध वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना बूँदिकोण स्पष्ट करने का पुकित्युक्त अवमर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाने हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाने हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्यपत रहा जाना है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितीयों या विविध वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितयों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-35011/16/85-एस. एस. -4]

S.O. 805.—Whereas Messrs Sri Vasudeva Industries Ltd., Perianickenpalayam, S.R.R.V. Post Office, Coimbatore-641020 (TN/1110) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme or the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/16/85-SS-IV]

नई विल्ली, 12 फ़रवरी, 1985

का.आ. 806—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 91 के साथ पंचिल धारा 87 द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए और भारत सरकार के अमंत्रालय की प्रधिसूचना सं ० का० धा० 1449 तारीख 18 मंगेल, 1984 के तर्फ़ से, इंडियन लाइफ कारपोरेशन लिमिटेड, मुम्बई के इससे उपायद्वारा भन्सूची में विनियित पारम्पारिकों को उक्त प्रधिनियम के प्रकारन में १ जुलाई, 1983 से ३१ दिसम्बर, 1983 तक की जिसमें यह तारीख भी मन्मिलित है, और अवधि के लिए छूट देती है।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात् :-

(1) उक्त कारबाने का नियोजक उम अवधि की आवत जिसके द्वारा उम कारबाने पर उक्त प्रधिनियम प्रवृत्त था (जिसे इसमें इसके पांचात उक्त अवधि कहा गया है) तेसी विवरणिया ऐसे प्रलैप में और ऐसी विशिष्टियों महिन देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की आवत देती थी;

2 नियम द्वारा उक्त प्रधिनियम की धारा 45 की उपधारा (1) के अधीन निम्न किया गया कोई निरीक्षक या इस निमित प्राधिकृत नियम का कोई अन्य पदधारी—

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनों के लिए ; या

(ii) यह प्रार्थनियत करने के प्रयोजनों के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा अपेक्षित रजिस्टर और अपेक्षित उक्त अवधि के लिए रखे गए वे या नहीं ; या

(iii) यह प्रभिनियत करने के प्रयोजनों के लिए कि कर्मचारी, नियोजक द्वारा दी गई उन प्रसुविधाओं को, जो ऐसे प्रसुविधाएं हैं, जिनके प्रतिकालस्वरूप इस प्रधिसूचना के अधीन छूट दी जा रही है, नकद और बम्बुरप में पाने का हकदार बना हुआ है, या नहीं ; या

(4) यह प्रभिनियत करने के प्रयोजनों के लिए कि उम अवधि के द्वारा, जब उक्त कारबाने के संबंध में उक्त प्रधिनियम के उपबंध

प्रबल्ल थे, ऐसे किन्हीं उपबंद्रों का अनुयुपालन किया गया था या नहीं । निम्नलिखित कार्य करने के लिए संशक्त होगा :—

(क) प्रधान नियोजक या अध्यवहित नियोजक से वह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे ; या

(ख) ऐसे प्रधान नियोजक या अध्यवहित नियोजक के अधिभोग में के कारखानों स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके भारसाधार अधिकार से यह अपेक्षा करना कि वह व्यक्तियों के नियोजक और मजदूरी के संबंध से संबंधित ऐसे लेखे बहिरां और अन्य दस्तावेज़, ऐसे निरीक्षक या अन्य परवारी के समझ प्रस्तुत करें और उनकी परीक्षा करने दे या वह ऐसे ऐसी जानकारी दे जो वह आवश्यक समझे ; या

(ग) प्रधान नियोजक या अध्यवहित नियोजक की, उसके अधिकर्ता या सेवक की या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त नियोजक या अन्य पदधारी के पास वह विषयास करने का युक्तियुक्त कारण है कि वह कर्मचारी है परीक्षा करना ; या

(घ) ऐसे कारखाने स्थापन कार्यालय या अन्य परिसर में रख गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज़ की नकल करना या उससे उड़धरण लेना ।

अनुसूची

क्रम	राज्य या संघ सं.	क्षेत्र का नाम	कारखाने के सामग्री का नाम
1	2	3	4

1. आन्ध्र प्रदेश	विशाखापत्तनम-1	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) पोस्ट बाक्स सं. 54, मल्कपुरुम इन्टरनेशन विशाखापत्तनम-1
2. आन्ध्र प्रदेश	सिकन्दराबाद	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) पोस्ट बाक्स सं. 163 आर आर मी ग्राउंड, सिकंदराबाद ।
3. आन्ध्र प्रदेश	विजयवाड़ा	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) स्टेशन रोड, विजयवाड़ा
4. आन्ध्र प्रदेश	सिकन्दराबाद-14	इंडियन आइल कारपोरेशन लिमिटेड, विभानन इंडिन स्टेशन, डाकघर हासिमपेट वायुसेना स्टेशन सिकन्दराबाद-14
5. दिल्ली	दिल्ली	इंडियन आइल कारपोरेशन लिमिटेड (विपणन) प्रभाग एल ० पी० जी० बाटलिंग एल० शकूरबस्ती, दिल्ली-26

1	2	3	4
6. दिल्ली	दिल्ली	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) शिवाजी पार्क के सामने शकूर बस्ती दिल्ली-26	
7. दिल्ली	दिल्ली	इंडियन आइल कारपोरेशन लिमिटेड विभानन ईंधन स्टेशन सदर बाजार रोड, मीर लालन स्टेशन सदर के निकट पालम दिल्ली छावनी-10	
8. केरल	कोचीन	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) प्रतिष्ठान, पोस्ट बाक्स सं० ४, त्रिपुनीच धाया कोचीन	
9. केरल	कोचीन	इंडियन आइल कारपोरेशन लिमिटेड (विभानन प्रभाग) कोचीन पीस्ट बाक्स सं० ५३५ विलिंगटन द्वीप हारबर रोड कोचीन-३	
10. केरल	कोचीन	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), मणाका मार्ग, पोस्ट बैग १७५० एनकुलम, कोचीन-१६	
11. तमिलनाडु	मद्रास	इंडियन आइल कारपोरेशन लिमिटेड, (विपणन प्रभाग) एनोय हाई रोड, मद्रास	
12. तमिलनाडु	मद्रास	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) कोस्कुट मद्रास-२१	
13. तमिलनाडु	मद्रास	इंडियन आइल कारपोरेशन लिमिटेड, (विपणन प्रभाग), उत्तर रेल टर्मिनस रोड रोपायुरम, मद्रास	
14. तमिलनाडु	मद्रास	इंडियन आइल कारपोरेशन लिमिटेड विभानन ईंधन स्टेशन, भीनामबक्कम विभान पस्तनम, मद्रास	
15. तमिलनाडु	मद्रास	इंडियन आइल कारपोरेशन लिमिटेड ट्यूक ब्लैडिंग प्लांट, ऐकेर हाई रोड, लेनियारेट लिरैंडियार डाकघर, मद्रास-८१	
16. महाराष्ट्र	मुम्बई	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), सरकारी खाद्यान गोदाम के निकट, बडोलपो, मुम्बई-३१	

1	2	3	4	1	2	3	4
17. महाराष्ट्र	मुम्बई	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), टाटा ताप विद्युत संयंत्र के पास ट्राम्बे, कोरीडोर रोड, मुम्बई-74	30. पश्चिमी बंगाल पश्चाडपुर	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) पश्चाडपुर प्रतिष्ठान पश्चिमी बंगाल।			
18. महाराष्ट्र	मुम्बई	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), राजबहाबुर मोतीलाल रोड, पुणे ।	31. पश्चिमी बंगाल कलकत्ता	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), मोरीग्राम प्रतिष्ठान, डाकधर राजादासी, जिला-स्त्रवडा ।			
19. महाराष्ट्र	मुम्बई	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), सवारी नेल स्टेशन के सामने, मुम्बई-15	32. पश्चिमी बंगाल 24-परगना	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), बत बज प्रतिष्ठान डाकथर बज बज, 24 परगना, पश्चिमी बंगाल।			
20. महाराष्ट्र	मुम्बई	इंडियन आइल कारपोरेशन लिमिटेड, विमानस ईधन स्टेशन, शास्त्राकुञ्ज विमान पतम भुम्बई-29	33. झारखंड गोहाटी	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) गोहाटी प्रतिष्ठान, गोहाटी ।			
21. कर्नाटक	बंगलौर	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), नागदी रोड, पोस्ट बॉक्स सं0 3, बंगलौर-23	34. बिहार पटना	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) पटना प्रतिष्ठान, पटना ।			
22. कर्नाटक	बंगलौर	इंडियन आइल कारपोरेशन लिमिटेड, विपणन ईधन स्टेशन, बंगलौर विमान पतम, बंगलौर	35. उत्तर प्रदेश अगरारा	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) खेतिया विमान थेल अगरारा-3			
23. प्रान्ध प्रदेश	हैदराबाद	इंडियन आइल कारपोरेशन लिमिटेड, विमानन ईधन स्टेशन, विमानपत्तम हैदराबाद ।	36. केरल तूतीकोरिन्त	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) तूतीकोरिन्त प्रतिष्ठान बैधरगाह परियोजना परिसर, तूतीकोरिन्त-4			
24. पंजाब	जालंधर	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), रेल गुड ईड रोड, जालंधर ।	37. उड़ीसा कटक	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) शिकारपुर डाकधर चौमीगंज कटक ।			
25. हरियाणा	धम्माला छावनी	इंडियन आइल कारपोरेशन लिमिटेड, (विपणन प्रभाग) बल्क मेटर अम्माला छावनी	38. गोवा वास्कोडी-गामा	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), वास्कोडीगामा गोवा			
26. हरियाणा	हिमार	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), हिसार ।	39. कर्नाटक मंगलूर	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग) मंगलूर प्रतिष्ठान, मंगलूर ।			
27. उत्तर प्रदेश	कानपुर	इंडियन आइल कारपोरेशन लिमिटेड, (विपणन प्रभाग), अरमापुर कानपुर ।	40. उत्तर प्रदेश कानपुर	इंडियन आइल कारपोरेशन लिमिटेड (परिकरणी और पाइप लाइन प्रभाग), कानपुर 1 स्टेशन अरमापुर कानपुर ।			
28. महाराष्ट्र	नागपुर	इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), मोतीबाग, नागपुर ।	41. राजस्थान जयपुर	इंडियन आइल कारपोरेशन लिमिटेड, (विपणन प्रभाग) प्रभानीय कार्यालय,			
29. पश्चिमी बंगाल कलकत्ता		इंडियन आइल कारपोरेशन लिमिटेड (विपणन प्रभाग), दम-दम-विमानत ईधन स्टेशन, दम-दम विमानपत्तम, कलकत्ता ।					

1	2	3	4
42. राजस्थान	जयपुर	चौम हाउस, रेजिस्ट्रेशन सामने, पोस्ट बास्से सं 811, जयपुर-302001	
		इंडियन ओइल कारपोरेशन लिमिटेड, (विपणन प्र- भाग), "जयपुर" डिपो, जयपुर दक्षिण, जयपुर ।	

[सं. एम. 38014/29/82-एच धाई]
ए० के० भद्राराय, अबर सचिव

स्पष्टीकारक जापन

इन सामने में छूट के प्रस्ताव के संबंध में कार्यवाई करने में
कुछ समय लग गया था इसलिए छूट को भूतलभी प्रभाव देना भावशक्त
हो गया है। यह प्रमाणित किया जाता है कि छूट को भूतलभी प्रभाव
देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पहुँचा।

New Delhi, the 12th February, 1985

S.O. 806.—In exercise of the powers conferred by section 87 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour, No. S.O. 1449, dated the 15th April, 1984, the Central Government hereby exempts the factories, specified in the Schedule annexed hereto belonging to the Indian Oil Corporation Limited, Bombay from the operation of the said Act for a further period with effect from 1st July, 1983 upto and inclusive of the 31st December, 1983.

2. The above exemption is subject to the following conditions, namely :—

- (1) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said act (hereinafter referred to as the 'said' period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (2) An Inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf shall, for the purposes of—
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the said Act has been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to—

- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

- (b) or enter any factory, establishment, offices or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such Inspector or other official and allow him to examine and accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant or any person found in such factory, establishment, office or other premises or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

SCHEDULE

Sl. No.	Name of the No. State or Union Territory.	Name of Area.	Name of factory
1	2	3	4
1.	Andhra Pradesh	Visakhapatnam- I	Indian Oil Corpora- tion Limited (Marketing Division) Post Box No. 54, Malka puram Ins- tallation, Visakha- patnam-1.
2.	Andhra Pradesh	Secunderabad	Indian Oil Corpora- tion Limited (Marketing Divi- sion) Post Box No. 1634, RRC Ground, Secunderabad.
3.	Andhra Pradesh	Vijayawada	Indian Oil Corpora- tion Limited, (Marketing Divi- sion), Station Road, Vijayawada.
4.	Andhra Pradesh	Secunderabad-14	Indian Oil Corpora- tion Limited, Aviation Fuel Station, Post Office Hakimpet Air Force Station, Secundera- bad-1
5.	Delhi	Delhi	Indian Oil Corpora- tion Limited, (Marketing Division) L.P.G.Bottling Plant, Shakurbasti, Delhi-26.
6.	Delhi	Delhi	Indian Oil Corpora- tion Limited, (Marketing Divi- sion), Opposite Sivaji Park, Shakurbasti, Delhi-26.

1	2	3	4	1	2	3	4
7. Delhi	Delhi	Indian Oil Corporation Limited, Aviation Fuel Station, Sadar Bazar Road, Near More Line, Palam, Delhi Cantt-10.		16. Maharashtra	Bombay	Indian Oil Corporation Limited, (Marketing Division) Near Government Food Grains, Godowns Wadala, Bombay-31.	
8. Kerala	Cochin	Indian Oil Corporation Limited, (Marketing Division), Cochin Refinery Installation, Post Box No. 8, Tripunithura Cochin.		17. Maharashtra	Bombay	Indian Oil Corporation Limited, (Marketing Division) Near Tata Thermal Power Plant, Trombay, Corridor Road, Bombay-74.	
9. Kerala	Cochin	Indian Oil Corporation Limited, (Marketing Division), Cochin, Post Box No. 535, Willington Island Harbour Road, Cochin-3.		18. Maharashtra	Bombay	Indian Oil Corporation Limited, (Marketing Division), Rajbahadur Motilal Road, Poona.	
10. Kerala	Cochin	Indian Oil Corporation Limited, (Marketing Division) Mashaka Road, Post Bag 1759, Ernakulam, Cochin-16.		19. Maharashtra	Bombay	Indian Oil Corporation Limited, (Marketing Division) Opposite Sewaree Railway Station, Bombay-15.	
11. Tamil Nadu	Madras	Indian Oil Corporation Limited (Marketing Division), Ernove High Road, Madras.		20. Maharashtra	Bombay	Indian Oil Corporation Limited, Aviation Fuel Station Santa Cruz Airport, Bombay-29.	
12. Tamil Nadu	Madras	Indian Oil Corporation Limited, (Marketing Division), Korakupet, Madras-21.		21. Karnataka	Bangalore	Indian Oil Corporation Limited, (Marketing Division), Magadi Road, Post Bag No. 3, Bangalore-23.	
13. Tamil Nadu	Madras	Indian Oil Corporation Limited, (Marketing Division), North Railway Terminal Road, Royaruram, Madras.		22. Karnataka	Bangalore	Indian Oil Corporation Limited, Aviation Fuel Station, Bangalore Airport, Bangalore.	
14. Tamil Nadu	Madras	Indian Oil Corporation Limited, Aviation Fuel Station, Meenambakkam Airport, Madras.		23. Andhra Pradesh	Hyderabad	Indian Oil Corporation Limited, Aviation Fuel Station, Airport, Hyderabad.	
15. Tamil Nadu	Madras	Indian Oil Corporation Limited, Tube Blending Plant, Ennere High Road, Teniarpet, Tiruvethiyer Rost, Madras-81.		24. Punjab	Jullunder	Indian Oil Corporation Limited, (Marketing Division), Railway Good Shed Road, Jullunder.	
				25. Haryana	Ambala Cantonment	Indian Oil Corporation Limited, (Marketing Division), Bulk Centre, Ambala Cantonment.	

1	2	3	4	1	2	3	4
26.	Haryana	Hissar	Indian Oil Corporation Limited, (Marketing Division), Hissar.	37.	Orissa	Cuttack	Harbour Project Premises, Tuticorin-4.
27.	Uttar Pradesh	Kanpur	Indian Oil Corporation Limited, (Marketing Division), Armapore, Kanpur.	38.	Goa	Vasco-de-Gama	Indian Oil Corporation Limited, (Marketing Division), Shikarpore, P.O. Chauliganj, Cuttack.
28.	Maharashtra	Nagpur	Indian Oil Corporation Limited, (Marketing Division), Moti Bagh, Nagpur.	39.	Karnataka	Mangalore	Indian Oil Corporation Limited, (Marketing Division), Vasco-de-Gama, Goa.
29.	West Bengal	Calcutta	Indian Oil Corporation Limited, (Marketing Division), Dum-Dum Aviation Fuel Station, Dum-Dum Airport, Calcutta.	40.	Uttar Pradesh	Kanpur	Indian Oil Corporation Limited, (Marketing Division), Mangalore Installations, Mangalore.
30.	West Bengal	Paharpur	Indian Oil Corporation Limited, (Marketing Division), Paharpur Installations, West Bengal.	41.	Rajasthan	Jaipur	Indian Oil Corporation Limited, (Refineries) and Pipe Lines Division) Kanpur Station, Armapur, Kanpur.
31.	West Bengal	Calcutta.	Indian Oil Corporation Limited, (Marketing Division), Mourigram Installations, Post Office Radha-dasi, Distt. Howrah.	42.	Rajasthan	Jaipur	Indian Oil Corporation Limited, (Marketing Division), Divisional Office, Chome House, Opposite Residency, P.O. Box No. 811, Jaipur-302001.
32.	West Bengal	24-Parganas	Indian Oil Corporation Limited, (Marketing Division), Budge Budge Installations, Post Office Budge Budge, 24, Paraganas, West Bengal.				Indian Oil Corporation Limited, (Marketing Division), Jaipur Depot, Jaipur South, Jaipur.
33.	Assam	Gauhati	Indian Oil Corporation Limited, (Marketing Division), Gauhati Installation, Gauhati.				[No. S-38014/29/82-HI]
34.	Bihar	Patna	Indian Oil Corporation Limited, (Marketing Division), Patna Installation, Patna				
35.	Uttar Pradesh	Agra	Indian Oil Corporation Limited, (Marketing Division), Kheria Air Field, Agra-3.				
36.	Kerala	Tuticorin	Indian Oil Corporation Limited, (Marketing Division), Tuticorin installations,				

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of the proposal for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

CORRIGENDUM

S.O. 807.—In this Ministry's Notification No. S-35019 (451)/184-PF.II dated the 26th October, 1984 published in the Gazette of India, Part II, Section 3(ii) dated November 24, 1984 at page 3659, for S.O. 3996—

In English version for para 1 read as follows :—

“S.O. 3996.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known

as Messrs. Krishko Ki Seva, Sahakari Sanstha Maryadit, Piplodha, Distt. Ratlam, Madhya Pradesh including its 5 branches at Ratlam in District (1) Serpur (2) Bedayla (3) Ambah (4) Uperwada (5) Nandaleta Madhya Pradesh have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

[No. S-35019(451)/84-PF.II]

का. आ. 808.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स साचेती एंड कं. काटन मर्चेन्ट मै. 90 राजेन्द्र गंज रायचूर-1 कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुमंस्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(69)/85-एस. एस.-2]

S.O. 808.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Suncheti and Company, Cotton Merchant No 90, Rajendra Gunj, Raichur-1, Karnataka have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/69/85-SS-II]

का. आ. 809.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बी. के. आर. कल्याणोप, बाजार स्ट्रीट, पोलाची-642001, तमिलनाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुमंस्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(68)/85-एस. एस.-2]

S.O. 809.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. V.K.R. Cloth Shop, Bazar Street, Pollachi-642001, Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

1541 GI 84-18

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/68/85-SS-II]

का. आ. 810.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टार इंसेट्स मैनेजमेंट (प्रा.) लि. चिरंजीव दावर, 43, नेहरू प्लैस, नई दिल्ली-19, और रजिं आफिस 115, अन्सल भवन, 16, कस्तूरबा गांधी मार्ग, नई दिल्ली-1 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुमंस्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019 (67)/85-एस. एस.-2]

S.O. 810.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Star Estate Management Private Limited, 43, Chiranjiv Tower, Nehru Place, New Delhi-19 and Registered Office at 115, Ansal Bhawan, 16, Kasurba Gandhi Marg, New Delhi-1 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/67/85-SS-II]

का. आ. 811.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बसु एंड एगोसिएट्स प्रा. लि. बी-208, चित्तरंजन पार्क, नई दिल्ली-19, और रजि. आफिस जॉ. 1815, चित्तरंजन पार्क, नई दिल्ली-19 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुमंस्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019 (66)/85-एस. एस.-2]

S.O. 811.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Basu and Associate Private Limited, B-208, Chitteranjan Park, New Delhi-19 including Registered Office at J-1815, Chitteranjan Park, New Delhi-19 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/66/85-SS-II]

का.आ. 812.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जालमचंद भागवचंद एंड कं. क्लॅथ मर्चेंट्स नं. 90, राजेन्द्र गंग रोड, रायचूर-2 कनटिक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019 (63)/85-एस. एस. 2]

S.O. 812.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Jalam Chand Maneck and Company, Cloth Merchants, No. 90, Rajendra Gunj Road, Raichur-2, Karnataka have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/65/85-SS-II]

का.आ. 813.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री निवासा मोडन राइस मिल, नरसानपेटा, जी.टी. रोड, श्री काकुलम डिस्ट्रिक्ट, आनंद प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019 (64)/85-एस. एस. 2]

S.O. 813.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Srinivasa Modern Rice Mill, Nurasannapeta, G.T. Road, Srikakulam District, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/64/85-SS-II]

का.आ. 814.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री सीता राम मोडन राइस मिल, काकीनाडा, आनंद प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

(1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019 (63)/85-एस. एस. 2]

S.O. 814.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sri Sita Ram Modern Rice Mill, Kakinada, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment;

[No. S-35019/63/85-SS-II]

का.आ. 815.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वुमिदी नन्दगोपाल ट्रस्ट, 1-ए, नगमबकम, हाई रोड, मद्रास-34, तमिलनाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस. 35019 (58)/85-एस. एस. 2]

S.O. 815.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Vumidi Nandagopal Trust, 1-4, Nungambakkam High Road, Madras-34, Tamil Nadu have agreed that the provision of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/58/85-SS-II]

का.आ. 816.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री राम इंजीनियरिंग कं. 6, नरसिंहपुरम स्ट्रीट, माउंट रोड, मद्रास-600002, तमिलनाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019 (60)/85-एस. एस. 2]

S.O. 816.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sri Ram Engineering Company 6, Narasingapuram Street, Mount Road, Madras-600002, Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/60/85-SS-II]

का. आ. 817.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्वामी प्लायाकाट के, 49-ए, काटीमुथु मुदाली स्ट्रीट, ब्रूकसपेट, कुडालौर-607004, साउथ आरकोट डिस्ट्रिक्ट, तमिलनाडु और 88, साईरंग स्ट्रीट ओ.टी. कुडालौर-3, स्थित उसकी शाखा सहित नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(79)/85-एस.एस-2]

S.O. 817.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Swamy Palayakat Company, 49 A, Kattimuthu Mudali Street, Brookspet Cuddalore-607004, South Arcot District, Tamil Nadu including its Branch at 88, Syrong Street, O.T. Cuddalore-3, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/79/85-SS-II]

का. आ. 818.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स होटल सीगो राउण्ड नार्थ, त्रिवृत, त्रिवृत विलेज तालुक एंड डिस्ट्रिक्ट) त्रिवेन्द्रम, केरला नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(70)/85-एस.एस-2]

S.O. 818.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Hotel Segoo Round North, Trichur, (Trichur Village Taluk and District:

Trivendrum, Kerala have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/70/85-SS-II]

का. आ. 819.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिन मेडी केयर प्रा. लि. 14वीं मैजिल, हेमकुंत, टावर, 98, नेहरू प्लैस, नई दिल्ली-4 और फैक्टरी मोदी पुरम जिला मेरठ, उत्तर प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(72)/85-एस.एस-2]

S.O. 819.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Win-Medicare (Private) Limited 14th Floor, Hemkunt Tower, 98, Nehru Place, New Delhi-110019 and Factory at Modipuram, District Meerut, Uttar Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/72/85-SS-II]

का. आ. 820.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जे. पी. मर्किटिंग 34, श्री राम रोड, सिविल लाइंस, दिल्ली-54, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(73)/85-एस.एस-2]

S.O. 820.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. J. P. Marketing 34, Shri Ram Road, Civil Lines, Delhi-110054 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/73/85-SS-II]

का. आ. 821.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मेक्सटर कन्सलटेंट्स प्रा. लि. (सर्विस डिवीजन) 506, अन्सल भवन, 16, कस्तुरबा गांधी मार्ग, नई दिल्ली-1, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(75)/85-एस. एस.-2]

S.O. 821.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. McLaster Consultants Private Limited, (Service Division) 506, Ansal Bhavan, 16, Kasturba Gandhi Marg, New Delhi-110001, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/75/85-SS-II]

का. आ. 822.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सहकार पोटी वर्क्स 162-163, जी. आर्ड. डी. सी. नारोदा, अहमदाबाद (गुजरात) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(86)/85-एस. एस.-2]

S.O. 822.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sahakai Pottery Works 162-163, G.I.D.C. Naroda, Ahmedabad, Gujarat, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/76/85-SS-II]

का. आ. 823.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री बंकटरेश्वरा बस सर्विस, 140, नागपतिनाम रोड, वेदारंगम, तमिलनाडु, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(77)/85-एस. एस.-2]

S.O. 823.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sri Venkateswara Bus Service, 140, Nagappattinam Road, Vedaranyam, Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/77/85-SS-II]

का. आ. 824 : —केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बैनिया माडी सेन्टर, एम. जी. रोड, कोठा गुदाम, खामाम डिस्ट्रिक्ट, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(78)/85-एस. एस.-2]

S.O. 824.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Vanitha Saree Centre, M.G. Road, Kotha Gudem, Khamman District, Andhra Pradesh, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/78/85-SS-II]

का. आ. 825.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जी. एम. पाटिल, कॉटन मर्चेन्ट्स प्लाट नं. 1, राजेन्द्र गंग, रायचुर-2, कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(80)/85-एस. एस.-2]

S.O. 825.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. G.M. Patil, Cotton Merchants, Plot No. 1, Rajender Gunj, Raichur-2, Karnataka, have agreed that the provision of the Employees'

Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/80/85-SS-II]

का. आ. 826.—हिमाचल प्रदेश राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री हर्ष गुप्ता के स्थान पर श्री आर. के. आनन्द, वित्तीय आयुक्त-व-सचिव को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नाम निर्दिष्ट किया है;

अतः अब बेंद्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संलग्न का. आ. 850 (अ), दिनांक 21 अक्टूबर, 1980 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकारों द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मह 13 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएंगी, अर्थात् :—

“श्री आर. के. आनन्द
वित्तीय आयुक्त-व-सचिव,
हिमाचल प्रदेश सरकार,
श्रम विभाग, शिमला”.

[सं. यू-16012/13/83-एच. आई.]

ए. के. भट्टराई, अवर सचिव

S.O. 826.—Whereas the State Government of Himachal Pradesh has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri R. K. Anand, Financial Commissioner-cum-Secretary to represent that State on the Employees' State Insurance Corporation, in place of Shri Harsh Gupta;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. 850(E), dated the 21st October, 1980, namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 13, the following entry shall be substituted, namely :—

“Shri R. K. Anand,
Financial Commissioner-cum-Secretary to
the Government of Himachal Pradesh,
Department of Labour,
SHIMLA.”

[No. U-16012/13/82-H.I.]
A. K. BHATTARAJ, Under Secy.

नई दिल्ली, 12 फरवरी, 1985

का. आ. 827.—आधिकारिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार,

फस्ट नेशनल सिटी बैंक एन. ए. नई दिल्ली के प्रबंधतावान से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनबंध में निर्दिष्ट आधिकारिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30 जनवरी 1985 को को प्राप्त हुआ था।

मंस. 1-एल-12011/116/78-DIV (A)]

New Delhi, the 12th February, 1985

S.O. 827.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the Management of First National City Bank N.A. New Delhi and their workmen, which was received by the Central Government on 30th January, 1985.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

NEW DELHI

I.D. No. 12/80

In the matter of dispute between :

Workmen through General Secretary, First National City Bank Staff Association, 3 Parliament Street, New Delhi.

Versus

The Management, First National City Bank N.A. 3, Parliament Street, New Delhi.

APPEARANCES :

Shri J. K. Mehra, Advocate—for the Management.
Shri S. K. Bisaria, Advocate—for the workmen.

AWARD

The Central Government, Ministry of Labour on 10th March, 1980 vide Order No. L-12011/116/78-D.(II)A, made reference of the following dispute to this Tribunal for adjudication :

“Whether the action of the management of City Bank N.A. New Delhi in denying the payment of Special allowance of Rs. 91 to the ledger keepers for doing additional work is justified? If not, to what relief the workmen are entitled?”

2. S/Shri R. K. Sharma, G. P. Bhasin, B. F. Bhatty, Manmohan Gorawara, J. L. Aneja, S. K. Maini, C. M. Arora, A. K. Narang, Prem Sharma, T. Ahmed and others worked as ledger keepers with the Management. The claim of the City Bank Staff Association is that while working as ledger keepers they discharged additional duty of checking and cross-checking on the instructions of the management in addition to his normal duty of posting on the ledger card. The ledger keepers after checking, cross-checking and re-checking the entries, if he found any difference, made corrections on cards, posting tapes and machine pay tapes. Not only this the ledger keeper is also said to have earmarked ledger cards and assisted the management regarding giving information about the balance of the customer, checking of instructions received from the customer/account officer etc. at the time of payment. The ledger keeper also put his initials on the ledger cards.

3. These ledger keepers were only given Rs. 43 basic per month as additional allowance but they claim that they are entitled to special assistant allowance of Rs. 91 for performing duties of Special Assistant under the Bank Awards.

4. The Management of City Bank contested the claim. It objected to the espousal of the claim by the association. It was pleaded that the ledger keepers did not perform any function of Special Assistants and were not entitled to special assistant allowance. They were said to have performed

the routine duties of ledger keepers and for operating the machine they were given the allowance admissible to them. The job of passing entries in the ledger cards was the ordinary routine duties of ledger keepers and did not check anything but merely posting and/or earmarking the cheques. The job of passing, refusing or returning the cheques was not theirs. Passing of the cheques was the work of tellers who were being paid special Assistant allowance and refusing or returning the cheques is done by an officer. The ledger keepers posted the entries to the ledger cards and the ledger tapes were compared by ledger keepers only to find out if there was any difference in the tape. If the difference was detected it was corrected by ledger keeper on the ledger card/tape. The correction was then checked and initialled by the Special Assistant or an Officer for authenticated validity. The signatures on the tape by ledger keeper was merely to indicate as to who prepared the tape. The ledger cards were not initialled by ledger keeper.

5. The following issues were settled in this case :

1. What are the general duties of the Ledger Keepers ?
2. Whether the Ledger keepers have been performing any additional duties ?
3. What is the effect of payment of machine allowance on this reference ?
4. As in the order of reference.
5. Whether the dispute has been properly espoused ?

6. Shri Rajeshwar Kumar filed affidavit for the Management and has been cross-examined. Shri S. K. Maini filed his affidavit for the workmen and he has also been cross-examined.

7. I have received written arguments for the parties and those have been closely examined alongwith the Authorities cited by the parties.

8. The question to be determined in this case is about the additional duties being performed by the ledger keepers in question and whether these ledger keepers performed such function of checking as an additional duty and responsibility entitling them to Special Assistant Allowance.

9. The workmen have referred to the Judgement of the Delhi High Court in Chartered Bank Vs. M. R. Baloooni and another reported in 1977(I) LLJ., 477 where it was ruled that the criterion for the grant of Special allowance under the Bi-partite Settlement was specified in the case of Clerks who scrutinized all export bills in the office of the bank where he worked and after scrutiny prepared a discrepancy statement pointing out 'defects, short-comings or inconsistencies in the various documents which collectively formed the export bill. The procedure was that a customer holding an export bill approached the bank. After the export bill was scrutinized by the said clerk and further scrutinised by an officer called Shri Beliappa, it was then ultimately approved by the Manager of the Bank and was purchased by the Bank and the customer was paid off. The Delhi High Court stated that the responsibility assumed need not be ultimate. It may be only penultimate. It was further ruled that checking was involved in the work done by the said clerk and it was distinguished from mechanical or clerical work because it involved intelligence, application of mind and forming an opinion. It was not merely tallying but the workmen had first to see whether the documents referred to in the letter of credit were all there and then he had to see whether each of the document was in order and in seeing whether each document was in order the workman had to necessarily know how such a document was correctly drawn up and it was only then that he would know that the document not correctly drawn up and was not in order.

10. The workmen in this case claimed that these ledger keepers in the City Bank are also performing the duties of posting of accounts, comparison, checking, earmarking on ledger cards, initial on debit tickets and looking to the discrepancies and pointing out the same for rectification to the Special Assistant or the Officer for initials and in addition if no discrepancy comes out or is pointed out by ledger keeper then neither the Special Assistant nor any other officer looks into the entries nor any body put any initials or signatures of authentication of the said entries. The ledger keepers who prepared the machine tapes and compared the entries of each entry initial the machine tapes and assume entire responsibility for themselves. It is in this situation

that additional functions were said to be involved in the checking function for eligibility of Special Assistant Allowance.

11. There are two judgments cited by the Management. The first is LCA 1243 of 1975 Smt. S. J. Devdas and others Vs. The Central Bank of India Bombay decided by the Central Government Labour Court No. 1 Bombay on 1st February, 1978. It related to the Clerks employed in Statistics Section in the Branches Inspection Department of the Central Bank of India, Bombay. It was ruled there that these persons who prepared their own agenda took papers directly to the Executives, directly drafted their letters, analysed Balance Sheets, Godown Inspection and Audit reports, went to legal adviser and accepted responsibilities for follow-up measures were doing what the clerks in the Statistic Department were required to do and were not performing any additional functions and the checking of statements and returns by them did not fulfil the requirement of para 5.6 of the Bi-partite Settlement. It was specifically intimated that checking for returns and statements did not fulfil the requirement to allow them Special Assistant Allowance.

12. The second judgment cited is that of Central Government Labour Court Delhi presided by Shri D. D. Gupta. The case is that of Shri G. P. Kapoor Versus M/s. First National City Bank decided on 18th March, 1975 in LCA 38/74. It was held that as a Control Clerk doing the work of checking of bill schedule known as B. C. Register in the bank was the routine duty of the said clerk and there was no additional duty over and above routine duty and function performed by him and he was not entitled to Special Assistant Allowance.

13. In the present case also the ledger keepers seem to be performing the ordinary duties of ledger keepers and when they used the machines in the process they are paid the allowance due to them for the operation of the machine in the accounting. Duty of posting means posting correctly and the entire process which they undergo is to ensure correct posting of accounts in the ledgers.

14. The workmen in fact claim that when there are no discrepancies whatsoever, the tapes prepared by them are final and as such they assume full responsibility therefor by signing on the pay tape and are entitled to the Special Assistant allowance.

15. It does not seem to be correct because posting itself is to be understood to mean correct posting and the two tapes are used for tallying and when discrepancies are found they are reported to Head ledger keeper who is given Special Assistant allowance.

16. Giving of information by these ledger keepers to the Teller about the instructions from the drawer or the officers in respect of the cheques is in a similar category. To pass the cheques is the work of the Teller and refusal or return of cheques is the duty of an officer of the Bank. The supply of information by ledger keepers to the Tellers does not appear to be any additional function of the ledger keepers.

17. In the circumstances aforesaid I am of the clear opinion that the claim made by the First National City Bank Staff Association for Special Assistant allowance to the ledger keepers is untenable, and the action of the Management of the City Bank in refusing them Special Assistant allowance is justified and they are being paid the machine allowance admissible to them when they used machines in the work of ledger keeper. The award is made accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Dt. January 24, 1985.

O. P. SINGLA, Presiding Officer
[No. L-12011/116/78-D.IV(A)]

का. आ. 828—आद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार.

सर्वथ्री के, पी. वी. शेक मुहम्मद रौयर एंड कॉ., मद्रास के प्रबंधतात्र से सम्बद्ध नियोजकों और कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक प्रधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को जनवरी 1985 को प्राप्त हुआ था।

S.O. 828.—In pursuance of section 12 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. K.P.V. Shaik Mohammad Rawther & Company, Madras and their workman, which was received by the Central Government on the 28-1-85.

BEFORE THIRU K. S. GURUMURTH, B.A., B.L.,
Presiding Officer,
PRESIDING OFFICER
INDUSTRIAL TRIBUNAL, TAMILNADU
MADRAS

(Constituted by the Central Government)

Thursday, the 10th day of January, 1985.

Industrial Dispute No. 54 Of 1982

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of M/s. K. P. V. Shaik Mohammad Rowther & Company, Madras.)

BETWEEN :

Sri N. Karuppiyah,
27, Forest Street,
Baktavatsalam Colony,
Kodambakkam, Madras-600026.

AND

The Personnel Officer,
Messrs K. P. V. Shaik Mohammad Rowther & Company,
202, Linghi Chetty Street, Madras-600001.

REFERENCE :

ORDER No. L-33012(2)/82-D.IV(A), Ministry of Labour,
dated 21-7-1982, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 28th day of December, 1984 upon pursuing the reference claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru G. Venkataraman for Thiruvalargal Aiyar and Dolla and R. Arumugam, Advocates appearing for the Management and of Thiru R. Ganesan, Advocate appearing for the workman and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

The Central Government by its Order No. L-33012(2)/82-D.IV(A), Ministry of Labour, dated 21-7-1982 has referred the following dispute under Section 7-A and Section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication to this Tribunal.

(2) The dispute is :

Whether the action of the Management of Messrs. K. P. V. Shaik Mohammad Rowther & Company Private Limited, Madras, in terminating the services of Shri N. Karuppiyah with effect from the 24th April, 1981, is justified? If not, to what relief is the concerned workman entitled?

(3) After notice from this Tribunal, the parties appeared.

(4) The workman filed a claim statement raising the under-mentioned grounds to stain his stand that the order of termination passed by the Management is illegal. The grounds are :

The Petitioner was employed in the Respondent Company and has put in a service of over 12 years. The Petitioner was employed as a Gearman and the normal work spot for the Petitioner was inside the area of the Madras Port and the Harbour. The Petitioner has been a member of the Madras Harbour Workers' Union for the past several years. The Petitioner was repeatedly pressurised to quit the Madras Harbour Workers' Union and he was also pressurised to desist from taking active part in Trade Union activities. The Petitioner continued with his legitimate Trade Union activities and this attitude of the Petitioner did not find favour with the Respondent Management. Because of the efficient, loyal and diligent service of the Petitioner, the Respondent was not able to attribute any act of misconduct and was not able to take any disciplinary action against the Petitioner.

(5) The Respondent Management continued to persist in its attempts to victimise the Petitioner. Then Respondent resorted to the statement of invalidating the Petitioner on medical grounds. The Respondent Management directed the Petitioner to appear before one Dr. Patrick of Vijaya Hospital for a medical check up. Another letter was served on the Petitioner stating that it was suspected that the Petitioner had some contagious skin disease and that he had been directed that day i.e. 23-2-1981 to go and appear before Dr. Patrick of Vijaya Hospital. The Petitioner was also informed that he should not enter the office till such time he got a Fitness Certificate from him. The Petitioner called at the Vijaya Hospital on the morning of 24-2-1981. The Petitioner was informed that Dr. Patrick visited the Hospital only on Mondays and that the Petitioner would have to report only on the following Monday. The Petitioner was covered by the Employees State Insurance Scheme and he, therefore, reported to the E.S.I. Hospital for medical check up. The Petitioner was placed off-duty from 24-2-1981 to 26-4-1981, during which period he was under the treatment of the Medical Officer of the E.S.I. Hospital. The Petitioner was given a Certificate of Fitness by the E.S.I. authorities and the Petitioner produced the E.S.I. Certificate of Fitness to the Respondent and also requested the Respondent to permit him to resume duty with effect from 27-4-1981. The Respondent, however, chose to reject the legitimate requests of the Petitioner. By a letter purported to have been issued on 24-4-1981 (but it was received by the Petitioner only on 28-4-1981), the Respondent illegally and with malafide intention to victimise the Petitioner terminated the services of the Petitioner. The Petitioner submitted that it was quite proper and in order for the Petitioner to report to E.S.I. Hospital for medical check up and treatment. The Respondent by its letter dated 23-10-81 called upon the Petitioner to present himself for examination by one Mr. Mohammed Zaffer Ali, who, according to the Respondent, was the Company's Doctor. The Petitioner had not disobeyed any instructions as alleged by the Respondent. The Petitioner requested the Respondent to let him know under what authority the Respondent directed him to appear before the said Dr. Mohammed Zaffer Ali.

(6) The Respondent stated that its order dated 24-4-1981 discharging the Petitioner from service stood confirmed. The Petitioner in its reply to the Assistant Labour Commissioner had taken up the position that the Petitioner was suffering from leprosy and that the office staff and the field staff who are afraid of the disease had made several oral representations to the Management that the Petitioner should be sent to a doctor for treatment and that they, the other workers, were afraid to work with him. The Respondent also took up the position that the certificate issued by the E.S.I. authorities did not disclose any relevant details. The Respondent had reason "to irresistibly believe that the Petitioner became afflicted with leprosy." The story of the Respondent that the E.S.I. Authorities had furnished them irrefutable evidence that the Petitioner's case was one of Hansen's Disease was baseless and questionable. The certificate of the E.S.I. was final and that it was not open to the company or its Medical Officers to question the Certificate issued by the E.S.I. The Corporation was a statutory authority and the Respondent had no manner of authority, right or jurisdiction to impose his will or decision in supersession of the Certificate issued by a competent Medical Officer attached to the Corporation. The Petitioner was prepared to subject himself to medical examination by any authority constituted by the Corporation.

(7) The action of the Respondent in terminating the service of the Petitioner during the period the Petitioner was in receipt

of sickness benefits was illegal and in gross violation of Section 73 of the E.S.I. Act, 1948. The employer, in terms of Section 73 is prohibited from dismissing or discharging or reducing or otherwise punishing an employee during the period of sickness. The Respondent's only position was that the medical examination should be conducted by its nominee. The position of the Respondent was not only untenable but also clearly lacking in bona fides. The Respondent is bound to accept the Fitness Certificate issued by the E.S.I. Authorities. The Respondent was aware at all times that the Petitioner was fit and that the Certificate produced by him was the result of proper examination and certification by the E.S.I. Authorities. The action of the Respondent in terminating the services of the Petitioner with effect from 24-4-1981 is illegal and in violation of Section 73 of the E.S.I. Act, 1948. The termination of services is malafide and is an act of victimisation for legitimate Trade Union activities. The Hon'ble Tribunal be pleased to pass an award directing the Respondent to reinstate the Petitioner in service with full back wages, allowances and other emoluments with effect from 24-4-1981 with continuity of service and all other benefits retrospectively. The Hon'ble Tribunal be pleased to award costs to the Petitioner.

(8) The Management filed a counter statement raising the following grounds resisting the claim of the workman: The reference of a dispute raised under Section 2A of the Industrial Disputes Act, 1947 of the Petitioner is not valid. The Petitioner by his staying away from work has abandoned his services. The Petitioner has been suffering from leprosy for a long time. The Respondent several times advised the Petitioner to get treatment for the same. During February, 1981 also the Respondent instructed the Petitioner orally to go to a skin specialist. The Petitioner failed and neglected to comply with the instructions. The disease was spreading and became virulent. Out of sympathy and generosity and to give the Petitioner good treatment the Respondent advised the Petitioner by letter dated 23-2-1981 to appear for a medical check up before Dr. Patrick of Vijaya Hospital, who is a skin specialist. The Petitioner has to move with the Public, Office Staff and Field Staff, who were afraid of the disease. They made several oral representations to the Management that the Petitioner must be sent to a doctor for treatment and if he is allowed to work in such condition it will not be possible for them to work freely. The Petitioner is suffering from leprosy of contagious nature. There is every likelihood for the spreading of the disease.

(9) The Respondent advised the Petitioner on 23-2-1981 with severe oral warning that he must go and meet Dr. Patrick for getting treatment and to get a fitness certificate from the said doctor. The Petitioner did not appear before that doctor either on 23-2-1981 or any other subsequent date. Nothing was heard from the Petitioner from 24-2-1981 till 24-4-1981. He was informed of his having been discharged from service. By letter dated 27-4-1981 the Petitioner for the first time enclosed a bunch of 10 certificates of E.S.I. of various dates and a fitness certificate dated 26-4-1981. In the certificate there are endorsements of the Petitioner needing abstention on dates prior to date of certification. The fitness certificate dated 26-4-1981 mentioned that the Petitioner was suffering from Hansen's Disease. The Petitioner did not turn up at any time thereafter till 9-10-1981 when he wrote stating that he had been illegally and maladely dismissed.

(10) Notwithstanding the earlier discharge of the Management referred to Dr. Zaffer Ali the Petitioner for examination and the Petitioner was also informed by letter dated 23-10-1981 that he should call on Dr. Zaffer Ali for further medical examination. This letter was served on the Petitioner on 27-11-1981. The Petitioner never responded to this. He had not called on the doctor and had failed and neglected to appear before the Company's doctor. Therefore the original order of 24-4-1981 stands. The Petitioner virtually questioned the right of the management to have him examined by another doctor instead of referring him to Medical Referee or Medical Board of the Government Hospital. The Petitioner is suffering from Hansen's Disease. In view of the nature of his works it would not be prudent or possible to continue him in employment. Respondent is willing for this Hon'ble Tribunal to direct the Petitioner to submit himself to medical examination by Leprologist in Government Service to ascertain the nature of his condition. This Hon'ble Industrial Tribunal may be pleased to dismiss the dispute and render justice.

(11) Before this Tribunal, M.W.1 and W.W.1 to W.W.3 were examined and Exs. M-1 to M-7 and W-1 to W-19 were marked. I have heard the learned counsel for the Petitioner-Workman and the learned counsel for the Respondent-Management.

(12) The point for consideration is whether the order of termination is illegal.

(13) The order of termination in this case is Ex. W-8. Ex. W-8 says that this workman was suspected to have some serious contagious skin disease. He was instructed for about two months to get medical check up. He did not care to comply with the instructions of the employer and therefore he had been discharged from service from 24-4-1981. Thus the ground on which he is stated to have been discharged is one of contagious skin disease. It becomes necessary to consider whether on evidence the Management has proved that the workman suffered from that disqualification of being medically unfit for the job he had been employed for.

(14) M.W.1 is an employee of the Management. He has stated that this workman had swelling in his fingers, knees and legs. He is a leper. The job that he was employed for would require him to move with his co-workers and higher officials and outsiders who go to this Management. The co-workers and outsiders had complained that they felt it inconvenient to work with this Petitioner. The workman-petitioner used to scratch his hands often. It may be that this M.W.1 is a layman and he cannot speak to the nature of the disease that the workman was suffering from. Nevertheless he has spoken to the attending circumstances having a bearing on the illness or the disease that had affected this workman. It is true that M.W.1 has admitted that no one had given in writing about the skin disease of this workman to him. But he is emphatic in stating that this workman is suffering from skin disease. As against this evidence, the Petitioner-Workman has given his own evidence as W.W.2. He admitted that on receipt of the letters Exs. W-4 and W-5 dated 23-2-1981 from the Management he went to the E.S.I. Hospital on 24-2-1981. Admittedly he had taken treatment in the E.S.I. Hospital. Therefore the charge of the Management that this workman was suffering from some skin disease cannot be said to be frivolous. On the other hand, the charge of the Management that this workman was having skin disease is substantiated by the admission of treatment that the workman had at the E.S.I. Hospital and the other evidence that has been adduced by the parties in this case.

(15) W.W.3 is an Officer of the Employees State Insurance Corporation and he confirmed the fact that this workman had been on E.S.I. leave on account of his sickness and treatment between 24-2-1981 and 26-4-1981. Therefore that evidence also confirms the fact that the workman had been treated for the skin disease at the E.S.I. Hospital. Ex. M-1 series are certificates given to this workman by the Employees State Insurance Corporation and these certificates make it clear that this workman was suffering from Hansen's disease. He needed absence from 25-2-1981 to 26-3-1981. He was given the fitness certificate Ex. W-6 only on 26-4-1981. The E.S.I. authorities had made an endorsement on Ex. M-2 dated 19-10-1981 addressed by the Respondent-Management that this workman was being treated from 25-2-1981 to 26-4-1981 and the nature of the disease is indicated to be Hansen's Disease. The endorsement is Ex. M-3. The ordinary dictionary meaning of the Hansen's Disease is leprosy. This evidence confirms the charge of the Management that the workman was having skin disease.

(16) The next ancillary aspect that arises for consideration is whether the skin disease that he was suffering from, is contagious in nature. On this aspect, the evidence of laymen like M.W.1, W.W.2 and W.W.3 cannot be of any help. But then, during the pendency of this dispute admittedly the Petitioner-Workman W.W.2 had gone to the doctor W.W.1 and had treatment and obtained the certificate Ex. W-1 series. Ex. W-1 is dated 6-5-1983. It is worthwhile to mention in this context that even as early as 23-2-1981 under Ex. W-4 letter the Management has asked the petitioner-Workman to appear before Dr. Patrick of Vijaya Hospital and on the same day under Ex. W-5, the Management had asked the workman not to enter the office premises because of his suspected contagious skin disease unless he gets a fitness certificate from the doctor. W.W.1, doctor attached to the Leprosy Department of the General Hospital, Madras for 10 years claims to be a specialist in leprosy. He had examined this workman and had given

Ex. W-1 series on 6-5-1983. He had again examined this workman-petitioner on 29-11-1983 and gave Ex. W-2 certificate of fitness. Prima facie, it would suggest that right from 23-2-1981 upto 30-11-1983 when Ex. W-2 certificate had been issued, this workman-petitioner had been continuously having this skin disease (leprosy). W.W. 1, the specialist admitted that this Petitioner-Workman was suffering from infective type of leprosy. It is only after treatment it became non-infective. Therefore the leprosy that this workman was suffering from had been an infective type and rightly M.W. 1 stated that the co-workers and out-siders who happened to move with the workman had felt inconvenience in moving with this workman. The frequent scratching of hands by this workman should have caused annoyance to the co-workers.

(17) No doubt W.W. 1 stated that after treatment, the leprosy that the workman was suffering from became non-infective. But in the course of cross-examination this specialist W.W. 1 admitted that in Ex. W-1 this case of leprosy of the Petitioner-Workman had been stated to be a known case for a period of three years. The disease that the workman was suffering from is a borderline lepromatous leprosy and if the treatment is not continued the attack may recur. In fact, W.W. 1 admitted that he generally advised 15 years treatment for such borderline lepromatous leprosy. This is a very clear indication that if this workman stops treatment at any time, the disease will recur. In fact Ex. W-1, the hospital chit states that the Petitioner was under treatment for three years and was prescribed medicine for three years. After three years the workman stopped for three months and again came for continuation of the treatment. This circumstance together with the evidence of W.W. 1 would clinch the fact that the borderline lepromatous leprosy that he had affected this workman-petitioner requires continuous treatment and the treatment must be for a period of atleast 15 years. Therefore the charge of the Management that this workman was suffering from a contagious and infectious type leprosy cannot be said to be ill-founded. The medical evidence confirms the charge of the Management against the workman.

(18) The case of the Management that the co-workers, the outsiders and the higher officials to whom this worker had to move felt the inconvenience to move with the petitioner-workman and therefore the Management felt that the workmen-petitioner is not suitable for the job that he had been employed for cannot be said to be arbitrary or unacceptable. The Specialist W.W. 1 had admitted that this workman has got evidence of his entire body having been affected by the borderline lepromatous leprosy. He had slight impairment of sensation of both his hands. The workman should have cosmetic acceptability by his fellow workers. In the face of such evidence, that the whole body of the Petitioner-Workman became affected by this contagious from the leprosy and the workman may not have the cosmetic acceptability from his fellow workers, it will be unfair and unjust to say that the decision of the Management to discharge the Petitioner-Workman from services on the ground of medical unfitness is arbitrary or motivated.

(19) It may be that this workman-petitioner had been a member of the Labour Union. But there is no acceptable evidence to hold that he was an office bearer of the Union. Ex. W-16 merely shows that he was a member of the Union. It is impossible to accept that this workman a member of the Labour Union was singled out and the Management had victimised. Such a theory is not merely not made out but it is also opposed to the clinching medical evidence that this Petitioner-Workman was ailing from contagious type of leprosy and that alone compelled the Management to take action. He admitted that he had to move with the co-workers and various outsiders who come to this Management. The Management in Ex. W-5 had indicated that this workman was warned for more than two months to have medical check-up and the Management had restrained this workman from attending the office unless he is certified by the medical man to be fit for the work that he had been employed for. That only shows the bonafides of the Management. The anxiety of the Management was only to have this worker cured from the contagious type of skin disease. Even under Ex. W-11 dated 23-10-1981 the Management had given him one more chance to appear before the doctor 1541 GI/84-19

ominated by the Management for examination about his skin disease. Therefore the attack of the workman-petitioner that the action of the Management is one of victimisation has absolutely no merit and it has got to be repelled. The evidence establishes the fact that this workman was ailing from a contagious form of leprosy from February, 1981 to May, 1983 when Ex. W-1 certificate was given by W.W. 1, the Specialist and even thereafter the continued treatment is a must, as otherwise according to W.W. 1 the attack will recur. Even after treatment, the cosmetic acceptability of this worker among co-workers, outsiders and higher officials is a moot point. In that context it becomes irresistible to conclude that the decision of the Management to discharge this workman from service by reason of his suffering from contagious type of leprosy is not merely bona fide but it is justified.

(20) The learned counsel appearing for the Petitioner-Workman contended that the order of discharge passed by the Management against the workman will amount to retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act, 1947. The Management had not complied with the requirements of law prior to its passing the order of retrenchment and therefore the order is a nullity. I am afraid that this argument is bereft of force. The Supreme Court in the case reported in 1982-I.L.I.J. Page 330 (L. Robert D'Souza Vs. Executive Engineer, Southern Railway and another) has observed that if the termination of the service of a workman is brought about for any reason whatsoever, it would be retrenchment, but it would not be so if the case falls within any of the excepted categories. One of excepted categories under Section 2(oo) of the Industrial Disputes Act, 1947 is termination of the service on the ground of continued ill-health. As has been already observed at least from 23-2-1981 this workman had been suffering from contagious form of leprosy. W.W. 1 confirmed that this borderline lepromatous leprosy which had affected this workman would require treatment for 15 years and if there is a break in the treatment the attack will recur. It will be incongruous in my view if I should conclude in spite of such medical evidence that this workman is not having continued ill-health within the meaning of exception (iv) to Section 2(oo) of the Industrial Disputes Act, 1947. Therefore the order of discharge cannot be called 'retrenchment'. That ground of attack has got to be repelled and is repelled.

(21) The next ground of attack levelled by the learned counsel for the Petitioner-Workman against the order of discharge is that it is in violation of Section 73 of the Employees' State Insurance Act, 1948. Section 73 states that no employer shall dismiss, discharge, or reduce or otherwise punish an employee during the period the employee is in receipt of sickness benefit or maternity benefit, nor shall be, except as provided under the regulations, dismiss, discharge or reduce or otherwise punish an employee during the period he is in receipt of disablement benefit for temporary disablement or is under medical treatment for sickness or is absent from work as a result of illness duly certified in accordance with the regulations to arise out of the pregnancy or confinement rendering the employee unfit for work. The Supreme Court in the decision reported in 1963-II.I.J.I.J. page 638 (Buckingham and Carnatic Co., Ltd., vs. Venkataiah and other) has indicated that what is forbidden by Section 73 of the E.S.I. Act is the punitive action proceeding on the basis of all kinds of misconduct. It is needless to say that the contravention of Section 73 is made penal by Section 85(d) of the Act. Therefore the Tribunal should be very careful before constituting the Section against the Management which had taken action. In this case, the action taken by the Management to discharge the workman is on the ground that the leprosy that has affected the workman disqualifies him or makes him unsuitable for the job he had been employed for. It is very difficult to characterise the action taken by the Management as punitive for any misconduct. Section 73 contemplates the sickness as the ground for the absence of the workman from the employment or from the workspot. In this case the type of sickness of the workman is the very ground of disqualification of the workman for continuing him in the job. In other words the sickness for which the workman was taking treatment was not an explanation to the charge of misconduct. I have a genuine and bonafide feeling that the Supreme Court in the above mentioned authority has not dealt with a case where the sickness itself was taken as a ground of disqualification.

Nevertheless the order of discharge cannot be passed by the Management when the workman is having treatment from the E.S.I. and received sickness benefit. That is made clear by the decision of the Supreme Court which interpreted Section 73 of the Employees' State Insurance Act, 1948.

(22) In this case, the bona fides of the Management in its decision that this workman is unsuitable for the job that he had been employed for, cannot at all be impugned and cannot be suspected even. As already indicated, initially the Management has addressed the letters Exs W-4 and W-5 directing the worker to have medical check up and bring fitness certificate. The Petitioner-Workman who had taken treatment from the E.S.I. Hospital and obtained Ex. W-6 fitness certificate dated 26-4-1981 had not communicated to the employer the fact of his taking treatment in the E.S.I. Hospital until the workman addressed the letter Ex. W-7 dated 27-4-1981. In fact the copies of the certificates issued by the E.S.I. and intended for the employer had been retained by the workman himself. In that context, the letter Ex. W-8, dated 24-4-1981 of the Management discharging the services of the workman cannot be said to be mala fide. In Ex. W-8, the Management has stated that the workman did not go for medical check up as requested by the Management. The attack about the admissibility of Ex. W-6 fitness certificate issued by the E.S.I. has no legality. Admittedly the workmen of this Management are governed by the E.S.I. facilities. If the E.S.I. after subjecting the workman to treatment issued the fitness certificates, certainly it is a document admissible in evidence. Therefore the admissibility of Ex. W-6 cannot be challenged. The objection of the learned counsel for the Management is repelled.

(23) As has been already mentioned, the order of discharge Ex. W-8 dated 24-4-1981 was passed by the Management without knowledge that this workman was having treatment at the E.S.I. hospital. The fault lies squarely on the workman because he did not send the copies of the certificates of treatment given by the E.S.I. intended for the employer, to the employer. He brings to the knowledge of the Management about his treatment at the E.S.I. Hospital only on 27-4-1981. That apart, the evidence indicates that both sides have kept the matter open. The worker-petitioner challenged the authority and jurisdiction of the Management to ask him to report to one Dr. Mohamed Zaffer Ali for examination. This is clear from the letter Ex. W-12 dated 12-11-1981 addressed to the Management by the Petitioner-Workman. Ex. W-11 is the letter dated 23-10-1981 under which the Management has given another chance to the workman to prove his fitness for the job that he had been employed for by reporting to the doctor nominated by the Management for examination and certificate. In fact, the management had stated that bunch of certificate issued by the E.S.I. authorities to the workman lack relevant details. Therefore the Management had asked the workman to report to the doctor Mohamed Zaffer Ali for examination and certificate. The workman took the view that the E.S.I. fitness certificate is final. However, he did not stick to it. During the pendency of this dispute he had gone to the doctor, specialist in leprosy W.W. 1 and had obtained the certificate Ex. W1 dated 6-5-1983. Therefore both sides have not concluded the issue. They have kept the issue open. In that context, it is impossible to say that the order Ex. W-8 dated 24-4-1981 discharging the workman from services is final. It is only on the workman refusing to report to Dr. Mohamed Zaffer Ali nominated by the Management that the Management had sent the letter Ex. W-13 dated 9-11-1981 in which they have indicated that the order of discharge due to the disobedience of the workman to report to Dr. Mohamed Zaffer Ali is final. Therefore the effective order of discharge can be said to have come into existence only on 9-11-1981. This is long after the workman ceased to have treatment at the E.S.I. Hospital.

(24) When the decision of the Management to discharge the workman from services is a bona fide one, and when the decision to discharge the workman from services is not for any act of misconduct, the employee cannot attack the order of discharge as unsustainable in law for want of enquiry. The evidence makes it abundantly clear that the Management had not the full satisfaction about the sult-

ability of the workman to the job assigned to him. That want of satisfaction would not imply that the Management charged the employees for misconduct. When that opinion of the Management is proved to the bona fide, it has got to be accepted as final. The Tribunal cannot review this bona fide opinion of the Management. Therefore the order of discharge passed by the Management is proved to be for valid reason, namely, the medical unsuitability of the workman and the workman's unsuitability for the job that he had been employed. However, the order would not have been effective when the workman was taking treatment at the E.S.I. Hospital. The order would become effective only on the date of Ex. W-13, namely, 9-11-1981 when the Management declared that its order of discharge is final. Prior to that date, the issue had been left open by the Management and the workman. In that context the Management will have to pay the entire emoluments payable to the Petitioner-Workman if he had continued in duty from 24-4-1981 to 9-11-1981.

(25) In the result, the order of discharge passed by the Management is declared to be effective only from 9-11-1981. Subject to the liability of the Management to pay the emoluments payable to the workman from 24-4-1981 to 9-11-1981 the order of discharge passed by the Management is upheld.

(26) An award is passed in the above lines. However, there will be no order as to costs.

Dated, this 10th day of January, 1985.

K. S. GURUMURTHY,
Industrial Tribunal.

WITNESSES EXAMINED

For Workman :

W.W.1—Thiru J.M. Boopalraj.

W.W.2—Thiru N. Kampbiah.

W.W.3—Thiru G. Mahalingam.

For Management :

M.W.1—Thiru Venkatakrishnan.

EXHIBITS MARKED

For Workman :

W—1 series—Government Hospital out-patient slip issued to the workman.

W—2/30-11-83—Physical fitness certificate issued to the Petitioner. (W.W.2)

W—3—Government Hospital Out-patient slip issued to W.W. 2 (Petitioner).

W—4/23-2-81—Letter from the Management to W.W.2. (Petitioner).

W—5/23-2-81—Letter from the Management to W.W.2 (Petitioner).

W—6/26-4-81—Xerox copy of E.S.I. Certificate No. 328721-B issued to W.W.2.

W—7/27-4-81—Xerox copy of letter from the Petitioner to the Management.

W—8/24-4-81—Letter from the Management to the Petitioner. (Discharge Certificate).

W—9/9-10-81—True copy of letter from the Petitioner to the Management.

W—10/13-10-81—Xerox copy of letter from the Petitioner to the Management.

W—11/23-10-81—Letter from the Management to the Petitioner.

W—12/12-11-81—Copy of letter from the Petitioner to the Management.

W—13/9-11-81—Letter from the Management to the Petitioner.

W—14/24-10-81—Copy of letter from the Petitioner to the Regional Labour Commissioner, Madras-6.

W-15/17-11-81—Xerox copy of letter from the Regional Labour Commissioner (Central) to the Management along with copy of letter of the Petitioner.

W-16—Membership card with photo of A.I.T.U.C. issued to the Petitioner.

W-17/28-10-81—Copy of letter from the Petitioner to the Management.

W-18—Additional information regarding E.S.I. treatment given to the Petitioner by the E.S.I. filed by E.S.I. Authorities.

W-19/25-7-84—E.S.I. Certificate of the Petitioner No. S 1. 2188104.

For Management

M-1 series—E.S.I. Insurance receipts given to the Petitioner.

M-2/19-10-81—Letter from the Management to E.S.I. authorities.

M-3/20-10-81—Endorsement by the Civil Assistant Surgeon on Ex. M-2.

M-4/11-11-81—Copy of letter from the Management to the Petitioner.

M-5/18-11-81—do—

M-6/15-4-82—Copy of letter from the Management to R.L.C. Madras.

M-7/27-4-82—do—

K. S. GURUMURTHY, Industrial Tribunal.
[No. L-33012/2/82-D. IV(A)]

नई दिल्ली, 14 फरवरी, 1985

का. आ. 829.—श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, सिटी बैंक एन० ए०, नई दिल्ली के प्रवंधनसंघ से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट श्रीद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक अधिकारण, नई दिल्ली, के पंचाट को प्रकाशित करती है औ केन्द्रीय सरकार को 1 फरवरी, 1985 को प्राप्त हुआ।

New Delhi, the 14th February, 1985

S.O. 829.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Citibank NA, New Delhi and their workmen, which was received by the Central Government on the 1st February, 1985.

ANNEXURE

BEFORE SHRI O.P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 58/78

In the matter of dispute between :

Shri A. N. Tewari through the First National Citi Bank Staff Association, New Delhi.

versus

Management, 1st National City Bank,
New Delhi.

APPEARANCES :

Shri J. K. Mehra for the Management.

Shri S. K. Maini, General Secretary for the workman.

AWARD

The Central Government, Ministry of Labour on 24/25th July, 1978 vide order No. L-12011/73/78-D. II. A made reference of the following dispute to this Tribunal for adjudication :

“Keeping in view the actual nature of duties performed by Shri A. N. Tewari, Sub-staff member, whether the action of the management of the Citi Link, N. A. Parliament Street, New Delhi is not providing him clerical grade during the period, October 26, 1969 to November 2, 1973 was justified ? If not, to what relief is he entitled ? ”

2. The First National Citi Bank Staff Association in its statements of claim pleaded that prior to the promotion of Shri A. N. Tewari on 2-11-73 he was working with the Management in Class IV category. The management required him to discharge the duties, functions and responsibility as Addressographer during the period 26th October, 69 to 2nd November, 1973. He was not paid the clerical grade pay while the post of Addressographer was treated as equivalent to that of type/Clerical Grade under the Desai Award para 5.265 which was in the following terms :—

“5.265 : Claims have been made for a special allowance of Rs. 20/- per month for adding machine operators and addressographers and from Rs. 20 per month to Rs. 50/- per month for Photostat machine operators. The comparative effort required to learn to operate these machines efficiently is much less than that required by the persons who operate efficiently on a typewriter. There is no cogent reason for granting an extra allowance to these persons when no extra allowance has been provided for typists. It has also been brought to my notice that in some banks a special allowance of about Rs. 10 per month is being paid to the above mentioned operators. In my view no case has been made out for the grant of any special allowance to these operators. The clerical grade provided for these operators is adequate. Banks are however at liberty to pay any special allowance, if they so choose”.

3. The scale of pay of Sub-Staff was 116-200 and that of the Clerical Staff 170-550.

4. It was requested that the workman Mr. A. N. Tewari should be allowed difference of wages between the two grades for the period 26-10-69 to 2-11-73 with all consequential benefits of bonus, provident fund and overtime.

5. The Management of the Citi Bank contested the claim and asserted that the reference was not competent if the claim was that the workman concerned was entitled to any payment under the Desai Award. The claim was said to be very much belated.

6. On merits, it was explained that Mr. A. N. Tewari was merely performing job of press copying and the work of addressographer was in no way a clerical work and the Desai Award never categorised addressographer as clerical staff and that the workman concerned performed his duties without any protest or claim now sought to be raised after more than five years of his having ceased to perform those duties. It was said to be in the interest of industrial peace not to disturb the things as they existed five years ago and to cause large scale dislocation and other administrative problems.

7. The matter has been tried. The evidence led has been recorded and written arguments of the parties are on record.

8. I required the Management of the Citi Bank to give information about the factual position in different branches of the bank and on 5-7-84 the Management intimated that in the City Bank Madras before 1969 Mr. S. Andrias, sub-staff worked as addressographer and during the period 1969-71 Mr. P. Ramanujam, sub-staff performed those duties and only in an emergency during absence of these persons these functions of addressographer were performed by the clerical staff. In Calcutta Branch the sub-staff, namely Suleman Ali, K. N. Dubey, A. C. Dey, S. K. Majumdar, Mr. Shaikh Ismail, B. C. Mitra, I. P. Singh and N. P. Singh worked as addressographer during 1969-73.

In Bombay branch during the same period sub-staff, T. N. Sawant, V.G. Jadhav and Mr. G.D. Vasarkar worked as such in addition to R.J. Dah, Clerk, and that in 1984 in all the four branches were functions of addressograph were being performed by subordinate staff and that clerical staff who at times performed the addressograph function—performed other functions and assignments also which involved typing and tasks for more complex than addressograph.

9. The argument of the workman A. N. Tewari has been that the persons performing duties as addressograph have to be in the clerical cadre but they were not allowed special allowance under the Desai Award. The addressograph functions at Delhi prior to appointment of A. N. Tewari were being performed by clerks at Delhi and Mr. Tewari was also legally entitled for the clerical grade for the period in question.

10. It was pointed out that the Federation of the Management in their meetings time and again had discussions and the Management always assured to consider and look into the matter for grant of clerical grade to Shri Tewari after rectifying their mistake and that the Management admitted the fact in their meetings with the Federation that the job of the addressograph is a clerical job for all purposes and in other banks the persons discharging the duties of Addressograph are in the Clerical Grade and getting special allowance.

11. The position in regard to talks between the workman and the Management may first be examined. W-2 Minutes of meeting dated August 1, 1978 are the first relevant minutes of the discussions between the Management and the workmen Union referring to addressograph. The Union claimed that in accordance with the practice of Indian Branches the addressograph-machine operator shall be a clerical and that earlier this function was performed by clerical employees. The Management replied that the Personnel Officer would collect the full facts and a decision would then be taken.

12. In the next meeting between the Management and Staff representatives dated 27-9-73 the question was again raised about Mr. Nigam and Mr. Tewari and the staff association asserted that these employees were performing clerical functions and that the matter had been sending with the Management for long.

13. The management representative intimated that these employees had to pass the typing test and they had been unable to qualify those tests and these employees should first obtain the certificate from the typing school and then be made to it for the test. It was stated that SOP approval was still awaited and the matter would be resolved in the near future.

14. The next meeting between the staff association and the Management took place on March 7 and 11, 1974 by which time Mr. Tewari had already become a clerk. In the minutes of the meeting dated 11-3-74 it was mentioned that the Association raised the issue by making a reference to section 5.265 of the Desai Award and they demanded that the concerned sub-staff performing duties of addressograph should be automatically made clerks and not made to appear in the test etc. Mr. Chakravarty for the Management replied that the issue has been discussed earlier and that control functions of all addressograph plates would be maintained by a clerk but the manual job of cutting the plate and replacing them was the job of sub-staff. However, because the issue had been raised by quoting a section of the Award, clarification will be obtained and advised in due course.

15. Aforesaid discussion do not indicate a commitment on the part of the Management that Mr. A. N. Tewari is entitled to clerical scale. The matter is then to be examined in the light of the Desai Award notwithstanding objection by the Management that this cannot be done in this reference.

16. In the Desai Award the matter came up in an oblique manner. The claim was made for allowance for addressograph when the functions were performed by those clerks who were working as addressograph and who claimed allowance for performing the addressograph functions. The allowance was disallowed. There was no clear discussion on the grade which must be given to addressograph as such. I cannot agree that the Desai Award directed that addresso-

graph dealing with addressograph-machines should be in the clerical cadre. Such a mandate cannot be read into para 5.265 of the Desai Award.

17. On the merits of the case it is relevant to refer to the evidence led in this case. Mr. I. V. Parsuraman, Regional Manager, Bradma of India Ltd, as MWI stated that they manufacture and market addressing machines under the trade name 'Bradma'. He stated that the machine could be operated by a person only after five days training and the person need not be a matriculate and he filed photo copy of certificate issued by them to Jagat Naran Nigam of City Bank after 5 days' training from 7-1-80 to 11-1-80. He intimated that they had supplied these machines to number of banks and that anyone who could read alphabets and addresses could operate the machine.

18. Even in the Desai Award the comment was that functioning addressograph machine is a task requiring much less skill than that required by a person who operates efficiently or a typewriter. When the staff Association admitted that cutting of such plates and replacing them was job of sub-staff and only control function of all addressograph plates should be with clerks.

19. On this point there is the affidavit of Mr. Rajeshwar Kumar that after the plates have been used for printing the address on various pieces of paper they are put back into a cabinet and are kept under lock and key overnight and control of plates remains with an officer of the bank.

20. In the circumstances aforesaid it is not possible to hold that sub-staff who perform addressograph functions should be given clerical grade and the non-granting of clerical grade to Mr. A. N. Tewari, sub-staff during the period October, 69 to November, 1973 does not appear to be an unjustifiable action of the Management. The award is made accordingly.

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Government for necessary action at their end.

O. P. SINGLA, Presiding Officer
January 21, 1985.

[No. I-12011]73[78-D. II(A)]D. IV(A)]
K. J. DYVA PRASAD, Desk Officer.

नई दिल्ली, 12 फरवरी, 1985

का. आ. 830:—केन्द्रीय सरकार यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (३) के उपखण्ड (VI) के उपवन्धों के अनुसरण में भारत सरकार के श्रम और पुनर्वास मन्त्रालय, श्रम विभाग की अधिसूचना संख्या का. आ. 2923 दिनांक 27 अगस्त, 1984 द्वारा तांत्र उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 1 अक्टूबर, 1984 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि वो छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (३) के उपखण्ड (VI) के परन्तु द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 1 अप्रैल, 1985 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं.एस. 11017/5/84-डी-1(ए)]
श० ह० स० अध्ययर, अवर सचिव

New Delhi, the 12th February, 1985

S.O. 830—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour and Rehabilitation S.O. 2923 dated the 27th August, 1984 the Copper Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 1st October, 1984;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 1st April, 1985.

[No. S-11017/5/81-D.I (A)]

S. H. S. IYER, Under Secy.

नई दिल्ली, 12 फरवरी, 1985

का. आ. 831 :—बीड़ी कर्मकार कल्याण निधि नियम, 1978, के नियम 3 के उप-नियम (1) और नियम 4 के उप-नियम (1) के साथ पठित, बीड़ी कर्मकार कल्याण निधि अधिनियम, 1976 (1976 का 61) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारत के राजपत्र भाग 2, खंड 3 (ii) में दिनांक 3 मार्च, 1984 को प्रकाशित अधिसूचना संख्या का. आ. 665, दिनांक 16 फरवरी 1984 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में क्रम संख्या 21 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :—

“21. श्री जे. पी. उपाध्याय

मैसर्स मोहन लाल हरगोविंद दास,
933, गोल बाजार, जबलपुर-482002
(मध्य प्रदेश)

[सं. -यू-23011/1/83-कल्याण-2]

रवि दत्त मिश्र, अबर सचिव

New Delhi, the 12th February, 1985

S.O. 834.—In exercise of powers conferred by section 6 of the Beedi Workers Welfare Fund Act, 1976 (61 of 1976) read with sub-rule (1) of rule 3 and sub-rule (1) of rule 4 of the Beedi Workers Welfare Fund Rules, 1978, the Central Government hereby makes the following amendment in the notification number S.O. 665 published at pages 588-591 of Part II Section 3 (ii) of the Gazette of India dated the 3rd March, 1984.

In the said notification, against serial No. 21, the following shall be substituted, namely :

21. Mr. J. P. Upadhyay,

Messers, Mohanlal Hargovinddas,
933, Gole Bazar,
Jabalpur-482002 (Madhya Pradesh)

[No. U-23011/1/83- W II]

R. D. MISHRA, Under Secy.

नई दिल्ली 14 फरवरी 1985

का. आ. 832.—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमति में, केन्द्रीय सरकार, मै. राटा यायरन एण्ड स्टील कम्पनी लि. की बेस्ट बॉर्करों कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट आंदोलिक विवाद में केन्द्रीय सरकार आंदोलिक अधिकारण, नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-1985 को प्राप्त हुआ था।

New Delhi, the 14th February, 1985

S.O. 832.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of West Bokaro Colliery of M/s. TISCO Ltd., and their workman, which was received by the Central Government on the 5th February, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 80 of 1984

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act., 1947
PARTIES :

Employers in relation to the management of West Bokaro Colliery of TISCO, Ltd.,

AND

Their workmen

APPEARANCES :

On behalf of the employers—None.

On behalf of the workmen—None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 30th January, 1985

AWARD

The Government of India in the exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-24012(62)/84-D. IV(B), dated, the 19th October, 1984.

SCHEDULE

“Whether the action of the management of West Bokaro Colliery of TISCO Ltd., P.O. Ghatotkach, District Hazaribagh in terminating the services of Shri Kamruddin Khar (Ghantakar) is legal and justified? If not to what relief is the concerned concerned entitled?”

The workmen who raised the dispute on behalf of the concerned workmen did not file their statement of claim with relevant documents, list of reliance and witnesses with the Tribunal within 15 days of the receipt of the order of reference. The Tribunal, therefore, issued a notice upon them for filling statement of claim etc. through Reed. Post on 7th December, 1984 and 27th December, 1984. But even then the statement of claim etc. were not filed on behalf of the workmen. Some more adjournments were given expecting that the statement of claim etc. may be filed by the workmen but the same was not filed. It appears that the workmen have no case and as such the statement of claim etc. have not been filed inspite of notice given to them by the Tribunal although it was not necessary for the Tribunal to give notices for filling statement of claim etc. as the Government of India had already given notice in the order of reference itself.

In view of the above I hold that the action of the management of West Bokaro Colliery of TISCO Ltd., P.O. Ghatotkach, District Hazaribagh in terminating the services of Shri Kamruddin Khan, General Mazdoor is legal and justified and that he is not entitled to any relief whatsoever.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L. 24012(62)/84-D. IV(B)]

S. S. MEHTA, Desk Officer

नई दिल्ली, 14 फरवरी, 1985

का. आ. 833.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कैटर्पिलर बोइंग, जम्मू कान्टॉ, के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार, श्रीयोगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29 जनवरी, 1985 को प्राप्त हुआ था।

New Delhi, the 14th February, 1985

S.O. 833.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cantonment Board, Jammu Cantt. and their workmen, which was received by the Central Government on the 29th January, 1985.

ANNEXURE

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,
CHANDIGARH

Case No. I.D. 26 of 1984

PARTIES :

Employers in relation to the management of Cantonment Board, Jammu (1&K);

AND

Their Workman Shri Bholi

APPEARANCES :

For the Employers—Shri R. L. Gupta.

For the Workman—Petitioner in person.

INDUSTRY : Cantonment Board. STATE : J. & K.

AWARD

Dated, the 23rd of January, 1985

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, vide their Order No. L-13012(9)/83-D. II(B) dated the 12th June, 1984 referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the dismissal from service of Shri Bholi Safaiwala by the management of Cantonment Board, Jammu Cantonment, is legal and justified? If not, to what relief is the workman entitled?”

2. During the course of hearing, without prejudice to the merits of the matter and purely on the ground of compassion a suggestion was floated by me to the Respondent Board to give fresh employment to the petitioner on regular basis. In all fairness to them, the Board responded with grace as would be evident from the undertaking of their Authorised Representative recorded today. His offer was accepted by the petitioner/Workman and, as such, his statement was also taken down by me in this context.

3. On hearing the parties I feel that the terms of understanding between them are quite fair and reasonable, particularly to the petitioner because despite an inherent weak-

ness in his cause in losing job as a result of an established charge of misconduct in the Domestic Inquiry, he stands assured of employment on regular and permanent basis, though afresh. I accordingly approve the compromise and return my Award in the following terms :—

1. The petitioner/Workman is sorry for his past conduct and in future would endeavour to work as a disciplined subordinate.
2. On 1-2-1985 he shall report for duty as a Class IV employee (Sweeper) in the Office of the Executive Officer of the Respondent Board, who shall ensure his induction on regular and permanent basis in that cadre with immediate effect or from the particular date the petitioner reports the after obviously on failure to join on 1-2-1985.
3. The petitioner workman will not be entitled for any other relief except that as and when there is disengagement, his post service would also be considered for the payment of Retrenchment-compensation.

4. A copy of this Award shall be given to each of the parties for its immediate implementation.

Chandigarh :
Dated : 23-1-1985.

I. P. VASISHTH, Presiding Officer
[No. L-13012(9)/83-D. II(B)]

का. आ. 834.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एयर इंडिया के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण नं. II, वम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2 फरवरी, 1985 को प्राप्त हुआ था।

S.O. 834.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. II, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Air India and their workmen which was received by the Central Government on the 2nd February, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT:

Shri M. A. Deshpande,
Presiding Officer

Reference No. CGIT 2/16 of 1984

PARTIES :

Employers in relation to the management of Air India :

AND

Their Workmen

APPEARANCES

For the employers : (1) Shri F. M. Kaka,
(2) Shri S. K. Bhasin, and
(3) Shri L. K. Bhasin
(4) Miss Roshni Audhyarujina, Advocates.

For the workmen : (1) Shri C. L. Dindia,
(2) Miss Indira Jaising,
(3) Shri Anand Grover, and
(4) Shri Mihir Desai, Advocates.

INDUSTRY : AIRWAYS
 Bombay, dated the 18th January, 1985
 AWARD PART I

(Dictated in the open Court)

By their order No. I-1025(3)84-D.II(B) dated 24-3-84 the following issues have been referred for adjudication and it may be stated here, the reference is not under section 10(1)(d) of the Industrial Disputes Act as normally done but is under section 10(2).

"I. Whether the Management of Air India has paid the employees the Addl. D.A. and Variable D.A. effective from 1-4-1975 and thereafter in accordance with the terms of agreements[understandings] commitments made with all the Associations[Unions] Guides[Employees relating to the payment of ADA and VDA ? If not, to what relief are the employees entitled and if so for what period ?

II. Whether the agreements, commitments, understandings referred to in clause I above in so far as they relate to ADA and VDA were arrived at in conformity with the Government approval[directive] circular on the subject issued to Air India ? If not what has been the resultant loss to the employees ? To what relief are they entitled and from what date ?"

Specific reference to Section 10(2) of the Industrial Disputes Act has been made because under Rule 3 of the Industrial Disputes (Central) Rules, 1957 an application under sub-section(2) of Section 10 for the reference of an industrial dispute to a Tribunal has to be made in Form 'A' and then the rule speaks of the manner in which the delivery has to be done. It further speaks that the application in this regard shall be accompanied by a statement setting forth (a) the parties to the dispute (b) the specific matters in dispute and then follow clauses (c) to (e) which at this stage may not be that relevant. What is therefore to be borne in mind is that when any reference under section 10(2) has to be made it is incumbent on the parties who want such a reference being made to set forth the specific matters in dispute. The word specific can never be overemphasised.

2. To determine therefore what is the specific matters in dispute would be the first duty before we embark on determination of various issues which are germane for the purpose of the present order. On page 196 of the compilation we come across the minutes of the Conciliation Proceedings held on 9-2-1984 before the Dy. Chief Labour Commissioner (C) and on page 198 in paragraph 8 there is a reference regarding the demand of the Joint Action Committee representing the workmen and clause (4) therefore makes a reference to the various agreements having been brought about through misrepresentation etc. It is therefore evident that the employees were very much alive to what was their demand, what was the dispute and what action was contemplated or necessary. Now in pursuance of the intervention of the Conciliation Officer as seen from page 207 we get the terms of settlement, the first term of which is the parties agreed to apply to the Government jointly for a reference of the matters in dispute to the Industrial Tribunal for adjudication in the enclosed proforma under sub-section (2) of section 10 of the Industrial Disputes Act. The statement of particulars in this regard are to be had at page 212 where the specific matters in dispute have been stated and the order of reference has lifted from those two issues and it resulted in the present reference.

3. Having noted the background in which the reference fructified, having noted the relevant provision which enjoins the parties to specify the terms of dispute, we have to turn to the order of reference which gives power to this Tribunal to adjudicate. The issues are already set out requiring no repetition. In case it is found that some matters which were subject-matter of discussion at earlier stage do not find place in the order of reference, it would mean that they were given up.

4. The issue No. 1 in the schedule requires this Tribunal to adjudicate upon whether the management of Air India

and Veriable Dearness Allowance effective from 1-4-1975 and thereafter in accordance with the terms of agreements[understandings] commitments made with the employees and to what relief the employees are entitled. It would be therefore crystal clear that for determination and answering issue No. 1 what will have to be determined is what are the terms of agreements[understandings] commitments in relation to payment of Additional Dearness Allowance and Veriable Dearness Allowance, compare those with actual payments made and then determine whether there is any shortfall which requires to be made good. Then follows issue No. II which says that whether the agreements[commitments] understandings referred to in clause I above in so far as they relate to ADA and VDA (underlined by me) were arrived at conformity with the Government approval[directive] circular on the subject issued to Air India or not and calculate the difference if the payment fall short thereof. Naturally while adjudicating upon this issue again what this Tribunal is called upon to determine is whether the various agreements[understandings] commitments which are referred in clause I and it may be repeated, as they related to the payments of ADA and VDA were arrived at in conformity with the directive etc. Therefore it will be necessary to determine what are the Government approval[directive] circulars and in this regard what are the terms of agreements[understandings] commitments arrived at relevant for this purpose, to compare them and then arrive at a conclusion whether the agreements etc. were arrived at in conformity with the Government directive etc. If the finding goes against the management then the question of shortfall and resultant relief would certainly ensue.

5. Having noted that the present reference is under section 10(2) of the Industrial Disputes Act, having noted the various provisions of the Industrial Disputes (Central) Rules, having noted the history resulting in the present reference, the question to be determined would naturally be what is the scope of the present dispute. The scope becomes necessary to see that no party moves or goes beyond that scope and tries to usher in something which is extraneous to the issue referred by the Government. Determination therefore of the scope of the reference and pinpoint the issues involved really in dispute is not determination of anything as preliminary. To say that the dispute is not an industrial dispute because no workman is a party to the same and then determine whether he is a workman would be determination of the preliminary point but to determine the very scope of the whole proceeding is something different though the stage is before the final determination of the controversy. In my view to avoid delay it becomes incumbent on this Tribunal to fix and determine and confine the boundaries of the dispute in the light of the order of reference so that the parties know what is expected of them so they can claim the relief. The argument therefore that the Tribunal should not embark upon determination of the issues at this stage in the light of these observations loses all the force. Of course it shall have to be borne in mind that while determining these issues if certain matters are such which cannot be extricated or separated from the real question in controversy, then the determination shall have to be left to the stage of final determination because then alone the finding one way or other can be noted but when there is no such difficulty experienced, when it is even ex-facie, certain points cannot arise at all or that this Tribunal cannot embark upon determining those points, there would be no go but to note the finding at the appropriate stage namely at the present stage to avoid wastage of time and energy.

6. With these observations I advert to the various issues. these issues are as follows :

VI(i) Whether the question of exclusion of payment of ADA and VDA in computing the contributions towards provision fund can be gone into the present reference ?

VI(ii) Whether the question that the agreements signed were as a result of misrepresentation by the management of Air India to the employees about Government directives and circulars can be gone into in the present reference ?

VI(vi). Whether in view of the order of reference the question whether any part of the settlement contravened the provisions of the Provident Fund Act and was bad and illegal and can be gone into in the present reference ?

VI(ix). Whether the question of Management of Air India misrepresenting to the employees concerned that those of its employees drawing pay for the purposes of provident fund above Rs. 2400 were not entitled to the payment of ADA and VDA or part thereof on account of directives[circulars] of Government of India in this behalf, can be gone into in the present reference ? If yes do the workmen prove it ?

VI(x). Whether any finding regarding resultant loss to the workmen who were not paid ADA and VDA for the period 1-4-1975 and 31-3-1978, in the wage period 1-4-1978 and thereafter is relevant for determination of the present reference ?

X. Whether the question regarding the understandings beyond 1-10-1981 be null and void can be gone into in the present reference ?

After noting the finding one way or other on these issues, which would be either positive or negative, I shall advert to findings on remaining issues.

7. Now issue No. VI(i) speaks of the question of exclusion of payment of ADA and VDA in computing the contributions towards provident fund. What was urged in this regard was that when this Tribunal is called upon to determine the ADA and VDA, the rates thereof, short fall if any and the reliefs springing from the same, the question of contribution towards provident fund is linked with the wages that is an incidental question or corollary and therefore the determination thereof cannot be avoided. In this regard when query was made to the learned counsel representing the employees, whether the Provident Fund Act can injure the parties from entering into a settlement resolving the question in a manner something different from the provisions of the Act, the answer was that there was no injunction contemplated by the Act. Therefore when the parties can enter into the settlement having their own arrangement distinct from the provisions of the Act, unless the agreement/settlement or understanding in this regard is avoided, the terms thereof would bind the rights of the parties and merely because there is variation in the rates of ADA and VDA by virtue of the finding arrived at, unless there is an agreement linking the payment of provident fund to those rates, no automatic finding or conclusion is possible. Therefore when the issue of provident fund is not an issue and when the parties in their wisdom did not include such an issue at the time of reference, any issue in this regard must be held beyond the scope of the reference and must be held to be a matter which the parties never thought of getting adjudicated upon. My finding therefore on issue No. VI(i) would be in the negative.

8. Then we turn to issue No. VI(iii) where the contention is that these agreements which were signed by the representatives of the employees were as a result of misrepresentation by the management about the Government directives and circulars. Here again the fact that the parties have entered into agreements, understandings and commitments cannot be lost sight of and as stated hereinbefore what is expected of the Tribunal to adjudicate upon is whether the payments have been made in accordance with the agreements etc. and whether they are in conformity with the Government directives etc. To say that there were no directives or circulars, to say that in spite of absence of directives from the Government representing that there did exist directives the agreements were arrived at, is to enlarge the scope because then we go behind the agreements, under-

standings or commitments, we first determine the validity of the agreements, understandings and commitments and the proceed to grant relief in pursuance of the agreements as they stand which exercise is not warranted. In my view therefore the question of misrepresentation, fraud etc. which is tried to be pleaded cannot fall within the scope of the present reference and as such cannot be gone into. Naturally the finding in the negative has to be noted on the relevant issue.

9. This brings us to issue No. VI(vi) where the alleged conauantation of the Provident Fund Act and the resultant legality are contemplated. I have already discussed this matter a little earlier. To say that there is no agreement and therefore the provisions of the Provident Fund Act govern the rights of the parties is one thing and to say that the agreements, understandings and commitments contravened the provisions of the Provident Fund Act is something different. In this connection it may be mentioned that if by virtue of certain legal provisions, the variations effected in the light of the findings noted on other issues ultimately are to reflect in any other benefits to be given to the parties, when it is not to be subject-matter of the present reference, the parties by virtue of the agreements certainly can claim separate adjudication on those rights unless by their own act they have created restriction one way or other. But merely because these variations may be reflected in varying other benefits also, unless it is brought within the scope of the reference it cannot be gone into and therefore cannot be considered. Issue No. VI(vi) therefore is also answered in the negative.

10. Under issue No. VI (ix) what is being urged is that there were mis-representations regarding the rights of the employees drawing more than Rs. 2400/- in relation to payment of ADA and VDA on account of certain directive etc. No repetition is necessary and I must note that the question of misrepresentation and the resultant invalidity of certain agreements, cannot be posed for determination in the present reference. Answer therefore on this issue is also negative.

11. Apart from the question of misrepresentation, certainly if it is found in the present reference that the understandings, agreements etc. are not in conformity with the Government directives, circulars etc. vis-a-vis these employees who were drawing more than Rs. 2400/-, that they are entitled to ADA and VDA or not will have to be treated as a subject-matter of the present controversy because then the dispute would be whether the understandings, agreements were or were not in conformity with directives[circulars] etc. and what was the result. If the parties can point out that the directives were not complied with, the agreements etc. were not in conformity with the directives and certain reliefs flow from the same, then suitable order determining the loss etc. if any can be passed but not the question of invalidity of the agreements etc. on account of alleged misrepresentation or fraud.

12. Issue No. VI(xi) was also argued at this stage but in my view in the light of the wording of the reference it would be too early to determine this issued at this stage, it calls for final determination.

13. This brings us to the last issue i.e. issue No. X, whether the question regarding the understandings beyond 1-10-1981 being null and void can be gone into in the present reference. Here again the finding would be the same in the light of the discussion hereinbefore made and the finding would be, it cannot be gone into.

14. In the light of the above observations issue No. VI(ii) would not arise and the same would be the case with issue Nos. VI(iv), VI(vii) and issue No. XI and in view of the negative findings these issues do not arise.

M. A. DESHPANDE, Presiding Officer

[No. No. I-11025/37/84-D. II(B)
HARI SINGH, Desk Officer

VI(vi). Whether in view of the order of reference the question whether any part of the settlement contravened the provisions of the Provident Fund Act and was bad and illegal and can be gone into in the present reference ?

VI(ix). Whether the question of Management of Air India misrepresenting to the employees concerned that those or its employees drawing pay for the purposes of provident fund above Rs. 2400 were not entitled to the payment of ADA and VDA or part thereof on account of directives|circulars of Government of India in this behalf, can be gone into in the present reference ? If yes do the workmen prove it ?

VI(xi). Whether any finding regarding resultant loss to the workmen who were not paid ADA and VDA for the period 1-4-1975 and 31-3-1978, in the wage period 1-4-1978 and thereafter is relevant for determination of the present reference ?

X. Whether the question regarding the understandings beyond 1-10-1981 as null and void can be gone into in the present reference ?

After noting the finding one way or other on these issues, which would be either positive or negative, I shall advert to findings on remaining issues.

7. Now issue No. VI(i) speaks of the question of exclusion of payment of ADA and VDA in computing the contributions towards provident fund. What was urged in this regard was that when this Tribunal is called upon to determine the ADA and VDA, the rates thereof, short fall if any and the relief springing from the same, the question of contribution towards provident fund is linked with the wages that is an incidental question or corollary and therefore the determination thereof cannot be avoided. In this regard when query was made to the learned counsel representing the employees, whether the Provident Fund Act can injunct the parties from entering into a settlement resolving the question in a manner something different from the provisions of the Act, the answer was that there was no injunction contemplated by the Act. Therefore when the parties can enter into the settlement having their own arrangement distinct from the provisions of the Act, unless the agreement|settlement or understanding in this regard is avoided, the terms thereof would bind the rights of the parties and merely because there is variation in the rates of ADA and VDA by virtue of the finding arrived at, unless there is an agreement linking the payment of provident fund to those rates, no automatic finding or conclusion is possible. Therefore when the issue of provident fund is not an issue and when the parties in their wisdom did not include such an issue at the time of reference, any issue in this regard must be held beyond the scope of the reference and must be held to be a matter which the parties never thought of getting adjudicated upon. My finding therefore on issue No. VI(i) would be in the negative.

8. Then we turn to issue No. VI(iii) where the contention is that these agreements which were signed by the representatives of the employees were as a result of misrepresentation by the management about the Government directives and circulars. Here again the fact that the parties have entered into agreements, understandings and commitments cannot be lost sight of and as stated hereinbefore what is expected of the Tribunal to adjudicate upon is whether the payments have been made in accordance with the agreements etc. and whether they are in conformity with the Government directives etc. To say that there were no directives or circulars, to say that in spite of absence of directives from the Government representing that there did exist directives, the agreements were arrived at is to enlarge the scope because then we go behind the agreements, under-

standings or commitments, we first determine the validity of the agreements, understandings and commitments and the proceed to grant relief in pursuance of the agreements as they stand which exercise is not warranted. In my view therefore the question of misrepresentation, fraud etc. which is tried to be pleaded cannot fall within the scope of the present reference and as such cannot be gone into. Naturally the finding in the negative has to be noted on the relevant issue.

9. This brings us to issue No. VI(vi) where the alleged contravention of the Provident Fund Act and the resultant legality are contemplated. I have already discussed this matter a little earlier. To say that there is no agreement and therefore the provisions of the Provident Fund Act govern the rights of the parties is one thing and to say that the agreements, understandings and commitments contravened the provisions of the Provident Fund Act is something different. In this connection it may be mentioned that if by virtue of certain legal provisions, the variations effected in the light of the findings noted on other issues ultimately are to reflect in any other benefits to be given to the parties, when it is not to be subject-matter of the present reference, the parties by virtue of the agreements certainly can claim separate adjudication on those rights unless by their own act they have created restriction one way or other. But merely because these variations may be reflected in varying other benefits also, unless it is brought within the scope of the reference it cannot be gone into and therefore cannot be considered. Issue No. VI(vi) therefore is also answered in the negative.

10. Under issue No. VI (ix) what is being urged is that there were mis-representations regarding the rights of the employees drawing more than Rs. 2400/- in relation to payment of ADA and VDA on account of certain directive etc. No repetition is necessary and I must note that the question of misrepresentation and the resultant invalidity of certain agreements, cannot be posed for determination in the present reference. Answer therefore on this issue is also negative.

11. Apart from the question of misrepresentation, certainly if it is found in the present reference that the understandings, agreements etc. are not in conformity with the Government directives, circulars etc. vis-a-vis these employees who were drawing more than Rs. 2400/-, that they are entitled to ADA and VDA or not will have to be treated as a subject-matter of the present controversy because then the dispute would be whether the understandings, agreements were or were not in conformity with directives|circulars etc. and what was the result. If the parties can point out that the directives were not complied with, the agreements etc. were not in conformity with the directives and certain reliefs flow from the same, then suitable order determining the loss etc. if any can be passed but not the question of invalidity of the agreements etc. on account of alleged misrepresentation or fraud.

12. Issue No. VI(xi) was also argued at this stage but in my view in the light of the wording of the reference it would be too early to determine this issued at this stage, it calls for final determination.

13. This brings us to the last issue i.e. issue No. X, whether the question regarding the understandings beyond 1-10-1981 being null and void can be gone into in the present reference. Here again the finding would be the same in the light of the discussion hereinbefore made and the finding would be, it cannot be gone into.

14. In the light of the above observations issue No. VI(ii) would not arise and the same would be the case with issue Nos. VI(iv), VI(vii) and issue No. XI and in view of the negative findings these issues do not arise.

M. A. DESHPANDE, Presiding Officer

[No. No. I-11015/37/84-D. II(B)
HARI SINGH, Desk Officer